PROJECT DOCUMENT

FOR

EDMUNDS ELEMENTARY SCHOOL
FIRST FLOOR CORRIDOR WALL TILE

Bid No: Q8562

Edmunds Elementary School
950 15th Street
Des Moines, Iowa 50314

Owner

Des Moines Independent Community School District
2323 Grand Avenue
Des Moines, Iowa 50312
NOTICE IS HEREBY GIVEN: Sealed proposals will be received by the Purchasing Agent of the Des Moines Independent Community School District at his office, Des Moines Independent Community School District, Operations Center, 1917 Dean Avenue, Des Moines, Iowa 50316 until three o'clock p.m. on the 10TH day of September, 2020, for the construction/repair and/or installation of the following improvement(s):

Bid No. Q8562 EDMUNDS ELEMENTARY SCHOOL – FIRST FLOOR WALL TILE

Commencing August 26, 2020 copies of the plans and specifications for the Project are on file with and available from Des Moines Public Schools, 1917 Dean Avenue, Des Moines, Iowa 50316. Plans may also be inspected at the following locations: Construction Update Internet plan room; F. W. Dodge Corporation scan services; or at the school district’s Operations Center 1917 Dean Avenue, Des Moines, Iowa 50316. Bids must be submitted on the approved bid form available in the plans and specifications. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

Bidders will be required to provide a security deposit, in the form of an approved Bid Bond, cashier’s or certified check, or certified share draft in the amount of five percent (5%) of the amount of each bid, in a separate attached envelope. (Only required if bid exceeds $135,000)

A MANDATORY Pre-Bid Conference will be held at 2:00 PM Wednesday, September 2 at Edmunds Elementary School, 950 15th Street, Des Moines, Iowa 50314. Contact Darrell Gierstorf at 515-554-4701 with questions.

Lump-sum bids will be received under one contract as described in the specifications. Bids will be opened and read aloud immediately after specified closing time for receiving bids. All interested parties are invited to attend.

Consideration of the bids received, and the award of contract or other action may be made by the Chief Operations Officer of Des Moines Independent Community School District

The Chief Operations Officer may make the award to the lowest responsive, responsible bidder meeting specifications. The right is reserved to reject any or all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interests of the Des Moines Independent Community School District.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

All bids will be governed by applicable provisions in the Iowa Code and Board Policies.

Secretary of the Board
Des Moines Independent Community School District
INCLUDED IN SCOPE OF WORK:

- Pre-Bid Meeting attendance is mandatory for firms submitting a bid as items identified in the pre-bid walkthrough may not be depicted on the floor plan.
- Wall tile and Schluter trim shall be an owner purchased item and furnished to the Trade Contractor for installation. Trade Contractor shall furnish DMPS the quantities of each tile color and Schluter material required for the project.
- All setting materials, mastics and grout shall be provided by the Trade Contractor.
- Wall base shall be a black ¼” Phenolic material scribed to the existing floor in standard lengths. This material and mastic shall be provided by the Trade Contractor.
- Trade contractor shall remove and dispose of existing wall base material and prep wall for new tile installation.
- Trade contractor shall remove and replace wall items required to be tiled behind. This includes electrical items such as wall switches (use extender boxes), elevator call plate, door stops, bulletin boards (fur out with like frame material where items extend above top of new tile), display cases, heating units, handrails, drinking fountains, etc.
- All power saw cutting shall be done exterior of the building. No dust generating activities shall be performed in the building.
- Building exterior doors shall be secure at all times. Badges will be issued to workers requiring frequent access.
- Clean areas on a daily basis and dispose of all waste to a contractor provide waste receptacle.
- Provide final cleaning prior to requesting final inspection.

End of scope of work.
Edmunds Elementary
First Floor
950 15th Street

REVISED: 10/26/2013
PART 1 - GENERAL

1.1 TIME OF COMPLETION
A. It is to be understood that time is of the essence for this Contract and the Contractor will be required to perform the Work within the allowable time set forth in the Contract. In this connection, attention is directed to the provisions of the General Conditions and Supplementary General Conditions, if any, relative to delays, extensions of time, and liquidated damages. The successful bidder/contractor shall, within ten (10) days after the Notice of Contract Award, prepare and submit for the Owner's approval, a Preliminary Construction Schedule. The schedule shall indicate the time of performance and the completion dates of the various portions of the Work, and the dates upon which the Owner may expect to be allowed to occupy all or portions of the Project.

B. The Owner and the Contractor shall agree mutually on any changes in either the schedule or the rate of performance of the Work which might either favorably or adversely affect such schedule dates. No additional compensation or fee shall be paid by the Owner, for any completion of all or any portions of the Work earlier than scheduled unless otherwise specifically noted in Bid Documents.

1.2 PRELIMINARY CONSTRUCTION SCHEDULE
A. The Preliminary Construction Schedule indicates planned Substantial Completion dates for significant activities during the construction period. Substantial Completion of an activity is considered to be when the work of subsequent activities can proceed in accordance with the Project Construction Schedule.

1.3 CONSTRUCTION PROGRESS SCHEDULE
A. A detailed Construction Progress Schedule shall be submitted by the Contractor prior to the submission of the first request for payment. No partial payment on account of work performed shall be made until such detailed Construction Progress Schedule has been approved by the Owner. Refer to Section 01310 for format requirements. Construction sequence or timing of schedules received from contractors may be adjusted in the Project Construction Progress Schedule by the Owner’s Representative to facilitate sequencing and coordination of the overall Project.

B. During the construction period the Contractor is required to regularly provide information and input on scheduling and coordination of his work. The Construction Progress Schedule will detail the Contractor's performance between Project milestone dates. Construction Progress Schedules will be required with each Contractor’s Application for Payment.

C. The mandatory Project milestones are listed in this section.

1.4 PROJECT MILESTONES

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bids Due</td>
<td>September 10, 2020</td>
</tr>
<tr>
<td>A. Notice of Award</td>
<td>September 11, 2020</td>
</tr>
<tr>
<td>B. Construction Start</td>
<td>September 28, 2020</td>
</tr>
<tr>
<td>C. Substantial Completion</td>
<td>December 30, 2020</td>
</tr>
</tbody>
</table>
D. Final Completion: January 31, 2021

G. Definitions:

- **Construction Start date**: Established date on which the Contractor shall actively begin the Work on site to be completed under this contract. The construction start date may be amended to permit the Contractor to begin work sooner than established herein, upon approval of the Owner.
- **Substantial Completion date**: Established date on which the Work, or designated portion(s) thereof, has been sufficiently completed in accordance with the Contract Documents so as to permit the owner to safely and legally occupy or utilize the Work for its intended use, subject only to minor punch list items the absence of completion which does not interfere with the Owner’s intended use of the project.
- **Final Completion date**: Established date on which all outstanding items of the Work - including activities established in the Contract Documents, punch lists and established closeout documentation – have been fully executed and submitted to the Owner.

1.5 **LIQUIDATED DAMAGES**

A. **Substantial Completion** The Owner and the Contractor agree that this Agreement shall **not** provide for the imposition of liquidated damages based on the date of Substantial Completion.

   1. The contractor understands that if the date of Substantial Completion established by this Agreement (as may be amended by subsequent approved changes) is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The contractor agrees that if the Date of Substantial Completion is not attained, the Contractor shall pay the Owner actual damages, as determined by actual Owner expenses, to provide for the Project’s intended purpose after the established date of Substantial Completion, up to the date of actual Substantial Completion.

B. **Final Completion** The Owner and the Contractor agree that this agreement shall **not** provide for the imposition of liquidated damages based on the Date of Final Completion.

   2. The Owner, at its election, may choose to execute the completion of outstanding punch list items remaining after the established date of Final Completion. All costs incurred by the Owner for Work completed after the Final Completion date will be deducted from the final payment owed to the contractor.

1.5 **PHASING PLAN**

The following general phasing concept has been developed in order to provide the Contractor with an overall concept of how the phasing will be required for work on this Project. The District will work with the General Contractor, awarded the Project, to define the final detailed schedule of when work will occur.
GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL INCLUDE THE NECESSARY PROJECT MANAGEMENT, LABOR, OVERTIME OR DOUBLE SHIFT REQUIREMENTS TO MEET THE PROJECT’S SUBSTANTIAL COMPLETION DATE, WITHIN LIMITATIONS NOTED BELOW, THE BUILDING IS AVAILABLE 24/7.

General notes:
- Edmunds Elementary School will not be in session during the duration of the project due to Covid measures. There is a possibility that the school board could decide to return to in classroom learning during the duration of this project, in which case work hours would need to adjust. Administrative and teaching staff will be occupying a section of the building during the wall tile installation period.
- All hauling of equipment and materials in/out and debris removal must insure the safety of the staff. Station personnel at areas of conflict when material or equipment is transferred in and out.
- Work to be coordinated through the Owner’s representative.
- All existing utility and communication services and distribution systems shall remain active during this work. Should a system be affected due to this work, the contractor shall make any required scheduled shutdowns and startups required.
- Emergency exiting as required by the City of Des Moines code officials must be kept available while work continues for the renovation. The contractor shall phase the work around the exits to maintain a level unobstructed path of travel at all times to the public right of way.


END OF DOCUMENT
PROPOSAL FOR: EDMUNDS ELEMENTARY SCHOOL – FIRST FLOOR WALL TILE

TO: Des Moines Independent Community School District
    Operations Center, Purchasing Agent, 1917 Dean Avenue
    Des Moines, Iowa 50316

COVERING BID NO: Q8562

SUBMITTED BY: __________________________________________________________

Name of Bidder

Members of the Board:

The undersigned has carefully examined the site, the proposed Contract Documents prepared by Des Moines Public School pertinent to the construction of the above referenced Project. Further, being familiar with all other conditions affecting the Work, the undersigned hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work indicated above in strict conformity with said conditions and Contract Documents.

The undersigned has reviewed the work outlined in the Bidding Documents and fully understands the scope of work required in this Proposal. The undersigned acknowledges that the Proposal includes the work of all trades required for the work and understands the Owner Representative function as described in the Contract Documents. The undersigned understands that each bidder who is awarded a Contract shall be in fact a Prime Contractor, not a Subcontractor to the Des Moines Independent Community School District. The undersigned agrees that the proposal, if accepted by the Owner, will be the basis for a contract with the Owner to enter into such a contract in accordance with the intent of the Contract Documents.

The undersigned agrees to complete the work required, within the time indicated in the Contract Documents, subject to Liquidated Damages as specified in Documents 00210 and 00700.

The undersigned acknowledges the Iowa - Targeted Small Business program and actively pursued participation (document 00312). Yes ___ No ___ Low bidder to submit completed form with 24 HR. information.

The undersigned certifies that bidder has read and adheres to the terms of the Non-Collusion Affidavit (document 00313). Low bidder to submit completed form with 24 HR. information.

The undersigned has completed the Bidders Status worksheet (document 00314) and certifies the firm to be an Iowa: Resident Bidder _____ Non-resident Bidder _____ Low bidder to submit completed form with 24 HR. information.

Enclosed in a separate envelope is a Bid Security for five percent (5%) of the amount of the Base Bid (Required only if bid amount exceeds $135,000), made payable to the order of Des Moines Independent Community School District. It is to be left in escrow with the Owner as a guarantee that the undersigned will enter into a Contract and will furnish the specified insurance and bonds. The undersigned has notified the Owner Representative of any discrepancies or omissions, or of any doubt about the meaning of any of the Contract Documents and has contacted the Owner Representative before bid date to verify the issuing of any clarifying Addenda.

The undersigned further acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>NO.</th>
<th>DATE</th>
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<tbody>
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</table>

Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN INNER ENVELOPE
BASE BID - BID NO. Q8562 EDMUNDS ELEMENTARY SCHOOL – FIRST FLOOR WALL TILE

The undersigned proposes to provide and construct the Work required, in accordance with said Contract Documents for the lump sum price of:_____________________________________________________________________________  ________________________________________________________________________________________ Dollars ($___________________________), EXCLUDING ALL SALES TAXES. (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

SCHEDULE OF ALTERNATES – None

LIST OF SUBCONTRACTORS AND SUPPLIERS OF LABOR AND MATERIAL

The lowest bidder for each contract shall, within twenty-four (24) hours following the bid opening, provide the Owner with the List of Subcontractors and Suppliers of Labor and Material. Subcontractor is any entity performing 1-1/2% or more of the contract value. The List shall detail the quotations used in the preparation of the bid and whose services are proposed to be used in construction of the project. The List must be complete showing all sections in the Construction Documents. Failure to submit the List may preclude the bid from further consideration by the Owner. The Owner reserves the right to either disclose or not disclose the List of the successful Bidder.

Each Bidder shall identify and fully disclose on the List all those subcontractors and suppliers proposed for the work with which the Bidder is connected either directly or indirectly as part owner, participant in profits and losses or in any other manner financially or economically.

The forms for the List of Subcontractors and Suppliers of Labor and Materials are included in the Instruction to Bidders, Section 00100.

AGREEMENT

It is understood and agreed that if written notice of the Owner's acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within forty-five (45) days, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner an Agreement in accordance with the bid as accepted. The undersigned will also furnish and deliver to the Owner the Payment Bond, Performance Bond and Certificate of Insurance as specified in the Contract Documents, all within ten (10) working days after receipt of Notice of Contract Award. The work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed, issued to the Contractor and shall be completed by the Contractor in the time specified in the Contract Documents. In the event the bidder to whom an award is made fails or refuses to execute the Contract within the specified time frame; the Owner may declare the bidder's bid security forfeited as damages caused by the failure of the bidder to enter into the Contract.

If this proposal is determined to be (preliminarily) the lowest responsible bid, the undersigned shall submit a listing of subcontractors and major materials suppliers in accordance with G.C. – 27.00 and the Instructions to Bidders within 24 hours of being notified of such finding by the Owner Representative.

The undersigned acknowledges the fact that the Owner reserves the right to accept or reject any and all proposals, to waive any informality in receipt of this proposal, with or without cause or reason, and award the Contract on the basis stated in the Instructions to Bidders.

___________________________________________
Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN INNER ENVELOPE
NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents. If bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If bidder is an individual, his signature shall be placed below.

SUBMITTED BY: ________________________________

Name of Bidder

Address: ___________________________________________

__________________________________________________________________________

Phone #: ___________________________ Fax #: ___________________________

Contractors, License No.: ___________________________ Signature

License Expiration Date: ___________________________ Position

If Corporation: State of Incorporation: ______________

AFFIX CORPORATE SEAL HERE ➤
(IF APPLICABLE)

THIS STATEMENT MUST BE NOTARIZED.

STATE OF IOWA, _________________ COUNTY, ss:

Subscribed and sworn to before me by the said ___________________________ on this
day of ________________, 2020.

____________________________________
Notary Public in and for the State of Iowa

Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN INNER ENVELOPE
KNOW ALL PERSONS BY THESE PRESENTS, that we ______________
_________________________________________________________________ as Principal, and
________________________________________________________ as Surety, are held and firmly bound to
the Des Moines Independent Community School District, hereinafter called the "School District," in the penal
sum of _________________________________________________________ Dollars
($____________________), in lawful money of the United States, for the payment of which sum will and
truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally,
firmly, by these presents. The condition of this obligation is such that whereas the Principal has submitted
the accompanying Bid, dated ____________________ for the project

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein
after the opening of the same, or, if no period be specified, within forty-five (45) days after said opening, and
shall, within the period specified therefor, or, if no period be specified, within seven (7) days after the
prescribed forms are presented for signature, enter into a written Contract with the School District, in
accordance with the bid, as accepted, and give bond with good and sufficient Surety or Sureties, as may be
required for the faithful performance and proper fulfillment of such Contract, then the above obligation shall
be void and of no effect, otherwise to remain in full force and virtue.

By virtue of statutory authority, the full amount of this Bid Bond shall be forfeited to the School
District in liquidation of damages sustained in the event that the afore described bidder, Principal, fails to
execute the Contract and provide the bond as provided in the Specifications or by law.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this the
name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by the
undersigned representatives pursuant to authority of the governing bodies.

(date) Principal
By: ________________________________

(date) Surety
By: ________________________________

(Attach Power of Attorney of agent executing Bond)
END OF DOCUMENT

February 5, 2003

PROPOSAL FORM TO BE SUBMITTED IN OUTER ENVELOPE
Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes  No  My company is authorized to transact business in Iowa.
  *(To help you determine if your company is authorized, please review the worksheet on the next page).*

- Yes  No  My company has an office to transact business in Iowa.

- Yes  No  My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

- Yes  No  My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

- Yes  No  My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

<table>
<thead>
<tr>
<th>Dates:</th>
<th>Address:</th>
<th>City, State, Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong><strong><strong>/</strong></strong>_/</strong>___ to <strong><strong><strong>/</strong></strong>_/</strong>___</td>
<td><strong><strong><strong>/</strong></strong>_/</strong>___</td>
<td><strong><strong><strong>/</strong></strong>_/</strong>___</td>
</tr>
</tbody>
</table>

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company’s home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?  
   - Yes  No

3. If you answered “Yes” to question 2, identify each preference offered by your company’s home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: __________________________

Signature: ___________________________ Date: ____________________

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)
**Worksheet: Authorization to Transact Business**

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>My business is currently registered as a contractor with the Iowa Division of Labor.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Low Bidder to submit form with 24 HR information.

309-6001 (09-15)
NON-COLLUSION AFFIDAVIT

The Contractor and/or the sub-contractors, as applicable, shall provide this affidavit:

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID IN OUTER ENVELOPE.

State of Iowa )
County of Polk )

being first duly sworn, deposes and says that he or she

(Name)

is __________________________ of __________________________

(Time)

(Contractor)

the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereto to effectuate a collusive or sham bid."

The undersigned certifies under penalty of perjury that the foregoing is true and correct;

THIS STATEMENT MUST BE NOTARIZED.

NAME OF CONTRACTOR: _______________________________________________

BY: ________________________________________________________________

Signature Title

Type/Print Name Date

STATE OF __________________, COUNTY, ss:

Subscribed and sworn to before me by the said _________________________ on this
day of _____________, 2020.

Notary Public in and for the State of __________

LOW BIDDER TO SUBMIT FORM WITH 24 HR INFORMATION

Contractor Name
If bidder is awarded the contract for this project, the bidder proposes for owner approval the award of a subcontract to the following certified Iowa TSB's:
(if more room is needed, supply same information on second sheet and attach to this form)

<table>
<thead>
<tr>
<th>TSB Company Name</th>
<th>Address</th>
<th>Description of Work</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidder’s Company Name: ____________________________
Telephone No.: ____________________________

Address: ____________________________
City: ____________________________
State: ____________________________
Zip: ____________________________

Signature (Same person who signs proposal): ____________________________
Title: ____________________________

Type/Print Name: ____________________________
Date: ____________________________

THIS STATEMENT MUST BE NOTARIZED.

STATE OF ____________________________, ________________ COUNTY, ss:

Subscribed and sworn to before me by the said ____________________________ on this day of ____________________________, 2020.

Notary Public in and for the State of ________

Contractor Name: ____________________________

Low bidder to submit form with 24 HR information
Bidder is _____ / is not _____ a certified Iowa Targeted Small Business, (TSB).

If bidder did not contact any certified Targeted Small Businesses, then state why:

The following TSB's were contacted and declined to participate:
(If more room is needed, supply same information on second sheet and attach to this form)

<table>
<thead>
<tr>
<th>TSB Company Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. _____________________________________  _____________________________________  
   TSB Company Name  Address  
   Contact Name  Date Contacted  Telephone No.  

Reason given for declining participation  

<table>
<thead>
<tr>
<th>TSB Company Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. _____________________________________  _____________________________________  
   TSB Company Name  Address  
   Contact Name  Date Contacted  Telephone No.  

Reason given for declining participation  

<table>
<thead>
<tr>
<th>TSB Company Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. _____________________________________  _____________________________________  
   TSB Company Name  Address  
   Contact Name  Date Contacted  Telephone No.  

Reason given for declining participation  

<table>
<thead>
<tr>
<th>TSB Company Name</th>
<th>Address</th>
</tr>
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<tbody>
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<td></td>
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4. _____________________________________  _____________________________________  
   TSB Company Name  Address  
   Contact Name  Date Contacted  Telephone No.  

Reason given for declining participation  

Contractor Name

Low bidder to submit form with 24 HR information
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GC - 1.00 CONTRACT DOCUMENTS

The Work shall be accomplished in accordance with the Contract Documents which shall be included in this Contract and shall consist of the Invitation to Bid, Instructions to Bidders, Bid Security, Proposal, Notice of Contract Award, Insurance Policies and Certificates, Notice to Proceed, Performance Bond, Labor and Material Payment Bond, Construction Agreement, the General Conditions of the Contract, Supplementary General Conditions, drawings and specifications, tests and engineering data, approved change orders, Contractor’s Requests for Payment, Architect’s Certificates, and all addenda issued by the Owner or Architect prior to the awarding of the Contract.

GC - 2.00 DEFINITIONS

Words, phrases, and other expressions used in these Contract Documents shall have meanings as follows:

2.01 “Contract” or “Contract Documents” shall include the items enumerated above under CONTRACT DOCUMENTS.

2.02 “Owner” shall mean the Des Moines Independent Community School District, named and designated as such in the Contract Documents acting through its duly authorized representatives.

2.03 “Contractor” shall mean the corporation, company, partnership, firm, entity, or individual named and designated as such in the Contract Documents which has entered directly into this Contract with the Owner for the performance of the Work covered thereby, and any persons or entities acting on its behalf.

2.04 “Subcontractor” shall mean and refer to a corporation, partnership, entity, or individual having a direct contract with the Contractor or another subcontractor for performing work and/or furnishing labor or material which is incorporated into the Work at the request of the Contractor or other subcontractor.

2.05 “Architect” shall mean the architects or engineers designated, appointed, or otherwise employed or delegated by the Owner, or its duly authorized representatives, acting within the scope of the particular duties entrusted to them in each case.

2.06 "Owner’s Representative” shall mean the person(s) designated by the District, acting within the scope of the particular duties entrusted to them, to provide services toward the management and implementation of the Work as the Owner's designated representative.

2.07 “Notice to Proceed” shall be deemed to have been duly served if made in writing and delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered or certified mail to the last known business address.

2.08 “The Work” shall mean the equipment, supplies, materials, labor, and services to be furnished under the Contract and the carrying out of all obligations imposed or required by the Contract Documents.

2.09 “The Project” is the total construction designed by the Architect of which the work performed under the Contract Documents may be the whole or a part.

2.10 All time limits stated in the Contract Documents are of the essence of the Contract and must be strictly adhered to.
2.11 The Contract shall be governed by the laws of the State of Iowa.

2.12 The date of Final Completion of a Project is the date when construction is certified by the Architect to be finally completed in accordance with Contract Documents, as modified by any change orders agreed to by the parties and when the Owner has fully accepted the Project for the use for which it was intended. Such date will be set forth on a Letter of Final Acceptance issued by the Owner.

2.13 “Drawings” or “plans” shall mean all (a) graphic and pictorial portions of the Contract furnished by the Owner and/or Architect as a basis for the award of Contract; (b) supplementary drawings furnished by the Owner and/or Architect to clarify and to define in greater detail the intent of the Contract drawings and specifications; (c) drawings furnished by the Owner to the Contractor during the progress of the Work; and (d) engineering data and drawings submitted by the Contractor during the progress of the Work, provided such drawings are acceptable to the Architect.

2.14 “Specifications” are the written technical information concerning materials, components, systems, and equipment as indicated on the drawings or plans and which state the quality, performance, characteristics, and installations to be achieved by application of construction methods.

2.15 “Substantial Completion” is:
2.15.1 Established date on which the Work or designated portions thereof has been sufficiently completed in accordance with the Contract Documents so as permit the Owner to safely and legally occupy or utilize the Work for its intended use, subject only to minor punch list items the absence of completion which does not interfere with the Owner’s intended use of the Project.
2.15.2 as defined in Iowa Code Chapter 26 for purposes of early release of retainage only.

GC - 3.00 ORAL STATEMENTS

It is understood and agreed that the written terms and provisions of the Contract Documents shall supersede all oral statements of representatives of the Owner, and oral statements shall not be effective or be construed as being a part of this Contract.

GC - 4.00 REFERENCE STANDARDS

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of the Contract Documents unless specifically stated otherwise.

GC - 5.00 ITEMS COVERED BY CONTRACT PRICE

Unless otherwise specifically provided herein, the Contractor shall accept the compensation stated in the Construction Agreement as full payment for furnishing all materials, transportation, apparatus, temporary structures, equipment, services, fuel, energy, light, water, labor, tools and all risks and losses of every kind and description connected with the prosecution of the Work, and all other things necessary for the complete and proper execution of the Work contemplated by or reasonably implied from the Contract Documents, within the time limits indicated therein.

GC – 6.00 EXECUTION, CORRELATION, INTENT, AND INTERPRETATION OF CONTRACT
6.01 **Execution.** The Contract Documents shall be signed in multiple copies as directed by the Owner. Within ten (10) days of Notice of Contract Award, the Contractor shall submit to the Owner a minimum of five (5) fully executed original sets of the Construction Agreement; Performance Bond and Labor and Material Payment Bond with original Power of Attorney; and certificates of required insurance coverages. The date of the Contract for purposes of these documents shall be the date of the Notice of Contract Award letter. The Owner will execute the Construction Agreement, assemble all copies, and distribute the Contract Documents. The Contractor shall not commence the Work until he receives the Notice to Proceed.

6.02 **Correlation.** By submitting the bid, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

6.03 **Intent.** The intention of the Contract Documents is to include all labor and materials, tools, equipment, construction equipment, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

The organization of the specifications into divisions, sections, and articles, as the case may be, and the arrangement of drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

It is intended that even though Work is not covered under any heading, division, section, article, branch, class, or trade of the specifications, it shall nevertheless be supplied if it is required elsewhere in the Contract Documents or is reasonably inferable there from as being necessary to produce the intended results.

The specifications and drawings are intended to supplement but not necessarily duplicate each other. Any work exhibited in one and not the other shall be executed as if it had been set forth in both, so that the Work will be constructed according to the complete design.

6.04 **Interpretation.** Should anything necessary for a clear understanding of the Work be omitted from the specifications and drawings, or should the requirements appear to be in conflict, the Contractor shall secure written interpretations or instructions from the Architect before proceeding with the Work affected thereby. It is understood and agreed that the Work shall be performed according to the true intent of the Contract Documents.

Where a conflict occurs between or within standards, specifications, and drawings, the more stringent or higher quality requirements shall apply. The precedence of the Construction Documents is in the following sequence:

1. Addenda to the drawings and specifications take precedence over the original Construction Documents.
2. Specifications take precedence over drawings, except in cases of error.
3. In the drawings, the precedence shall be drawings of larger scale over those of smaller scale and noted materials over graphic indications.
4. Any work mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. The Contractor shall examine the specifications and drawings and
check all dimensions and notify the Architect and the Owner of any discrepancies between the specifications and drawings and any deficiencies, omissions, or errors before any work is commenced.

6.05 All work on the Project shall be finally completed within the times indicated in the construction documents.

GC - 7.00 DRAWINGS AND SPECIFICATIONS

7.01 Copies Furnished. Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications and addenda reasonably necessary for the execution of the Work.

7.02 Ownership of Drawings. All drawings, specifications, and copies thereof furnished by the Architect are the property of the Owner, whether the work for which they are made is executed or not and are not to be used on other work except by written agreement with the Owner.

7.03 Drawings and Specifications Available on the Site. The Contractor shall maintain at the site for the Owner and the Architect one copy of all drawings, specifications, addenda, approved shop drawings, change orders, and other modifications, in good order and marked to record all changes made during construction. The Contractor shall also keep on the site all applicable standards, codes, manufacturer's or other specifications referenced in the Contract Documents. The drawings, marked to record all changes made during construction, shall be delivered to the Architect for the Owner upon completion of the Work.

7.04 Figured Dimensions to Govern. Dimensions and elevations shown on the drawings shall be accurately followed. Where dimensions are not indicated, Contractor shall immediately request clarification from the Architect so as not to delay the Work and Contractor shall not proceed with such work until the necessary dimensions have been obtained from the Architect.

7.05 Contractor to Check Drawings and Schedules. The Contractor shall check all dimensions, elevations, and quantities shown on the drawings and furnished by the Architect, and shall notify the Architect in a timely manner of any discrepancy between the drawings and the conditions on the ground, or any error or omission in drawings, or in the layout as given by stakes, points, or instructions, which he may discover. Before ordering any material or doing any work, the Contractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and measurements taken in the field. Any difference which may be found shall be submitted to the Architect in a timely manner for consideration before proceeding with the Work. The Contractor will not be allowed to take advantage of any error or omission in the drawings or Contract Documents. Full instructions will be furnished by the Architect should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

7.06 Detail Drawings and Instructions. Upon the contractor’s written report, the Architect shall furnish, within 10 working days, additional instructions by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The Work shall be executed in conformity therewith, and the Contractor shall do no work without proper drawings and instructions.
7.07 Project Record Drawings. The Contractor shall maintain a Contract set of drawings at the site with all changes or deviations from the original drawings neatly marked thereon in a contrasting color. The Contractor shall also maintain a Contract set of specifications at the site, noting therein by appropriate section, the names, models, and other distinguishing characteristics of the products actually incorporated into the Work. This set of drawings and specifications shall be updated daily as the job progresses and shall be made available to the Owner and Architect for inspection at all times. Upon completion of the Work and before final payment, this Project Record set of drawings and specifications shall be delivered to the Architect.

7.08 Contractors’ Review of Drawings, Plans and Specifications. Contractor’s review of drawings, plans and specifications developed by the Architect and/or the Design Team under this Agreement shall be made in Contractor’s capacity as a contractor and not as a licensed design professional.

GC - 8.00 SHOP DRAWINGS AND SAMPLES

8.01 Shop Drawings. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, product data, and any other information which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor, and which illustrate some portion of the Work. Said drawings will be submitted in a format agreeable to the Owner and Owner’s Representative.

8.02 Samples. Samples are physical examples furnished by the Contractor to illustrate materials, finishes, equipment, or workmanship, and to establish standards by which the Work will be judged.

8.03 Subcontractor. The Contractor shall require each subcontractor to prepare, stamp with approval, and submit to the Contractor with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other subcontractor, all shop drawings and samples on all shop fabricated items and on all matters, required by the Contract Documents or subsequently by the Architect as covered by modifications. Shop drawings and samples will properly identify specified items. At the time of submission, the subcontractor shall inform the Contractor, the Architect and the Owner’s Representative in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents. Substitutions will be allowed only in accordance with the provisions of Section 36.00 hereinafter.

The Contractor shall also require each subcontractor to prepare and transmit sufficient sets of sepia transparencies, reverse printed, and prints of all shop drawings which are specially drawn for this Project, including detailed fabrication and erection drawings, setting drawings, diagrammatic drawings, material schedules, and samples to the Contractor to meet the Project construction schedule and the subcontractors’ Contract schedule, or shall present, in writing, valid reasons for any delay. Sepias shall not be folded, but shall be rolled and transmitted in a tube suitable for mailing.

All shop drawings for all equipment and/or materials in a given system shall be submitted at one time, each complete set in a separate brochure. Complete maintenance/warranty data are to be submitted to the Contractor for distribution to the Owner’s Representative for review by the Architect and final acceptance by the Owner.

Each sheet of shop drawings shall identify the Project, subcontractor, and fabricator or manufacturer and the date of the drawings. All shop drawings shall be numbered in sequence and each sheet shall indicate the total number of sheets in the set.

The shop drawings shall indicate types, gauges, and finish of all materials. Where a shop coat of paint is required, its brand name, manufacturer’s identification number, and type shall be indicated. Sufficient data in each
set of shop drawings shall be included to permit a detailed study of the system submitted and its conformance to the Contract Documents and design intent.

The Contractor will review, approve, stamp, and then submit the sepia transparencies, prints, and samples to the Owner’s Representative and Architect for approval with copies to the Owner. After review, the Owner’s Representative will then return the sepia transparencies to the Contractor with the Owner’s Representative’s and Architect’s appropriate comments. Those returned for correction shall be corrected and resubmitted. Upon receiving the approved sepia sets from the Owner’s Representative, the Contractor will make requested sets of prints for distribution to appropriate subcontractors, fabricators, manufacturers, and suppliers who require them for coordination of their work.

8.04 Verification. By approving and submitting shop drawings and samples, the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, dimensions, elevations, quantities, materials, catalog numbers, and similar data, as shown on the drawings and specifications furnished by the Architect and that he has checked and coordinated each shop drawing and sample with the requirements of the Work and of the Contract Documents.

8.05 Architect Review. The Architect will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect’s approval of a separate item shall not indicate approval of an assembly in which the item functions. On the completion of the Work, the Owner’s Representative shall be furnished three corrected copies of all shop or setting drawings showing the as-built condition of the Work. The Owner’s Representative, after the Architect’s review, will furnish one of these copies to the Owner. Architect will keep one copy.

8.06 Corrections. The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect on previous submissions.

8.07 Contractor’s Responsibility. The Architect’s approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing in a separate letter attached to the submittal of such deviation at the time of submittal and the Architect has given written approval to the specific deviation, nor shall the Architect’s approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

8.08 Architect Approval Required. No portion of the Work requiring the submission of a shop drawing or sample shall be commenced until such submittal has been approved by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples. All material finishes and samples will be approved at one time. The Contractor shall submit all items requiring approval of finishes, color, material, etc., with sufficient lead time to allow simultaneous consideration and preparation of complete finish Color Schedule. No approvals of single items will be considered.

GC - 9.00 MATERIALS, LABOR, FACILITIES, AND STORAGE

9.01 Contractor’s Responsibility. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, machinery, transportation, and other facilities necessary for the proper execution and completion of the Work. The Contractor shall provide and pay for all the temporary facilities required to supply all the power, light, water, and heat needed by him and the subcontractors for their work and shall
install and maintain all such facilities in such manner as to protect the public and workers and conform with any applicable laws and regulations. If temporary heat and/or protection is required for the expeditious prosecution of the Work and before the permanent heating apparatus is available for use, the temporary heating apparatus shall be installed and operated in such a manner that the finish work and/or construction will not be damaged thereby.

Unless otherwise specified, the Contractor shall pay for all the power, light, and water used by him and the subcontractors, without regard to whether such items are metered by temporary or permanent meters. The cutoff date on permanent meters shall be either the agreed date of full occupancy by the Owner or the date of final acceptance of the Project, whichever shall be the earlier date. Upon completion of the Work, the Contractor shall remove all such temporary facilities from the site.

9.02 Materials. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials. Samples shall be furnished, when specified, and the work shall be in accordance with those samples which have been approved.

9.03 Facilities and Storage. The Contractor shall provide and maintain, in a neat and sanitary condition, adequate temporary toilet facilities for the use of any and all employees engaged on the Work, in strict compliance with the requirements of all applicable codes, regulations, laws, and ordinances. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of the Contractor or subcontractors. Upon completion of the Work, he shall remove all such temporary facilities from the site and disinfect the premises.

The Contractor shall provide suitable temporary facilities and quarters for workmen and shall maintain on premises water-tight storage shed or sheds, tool houses for storage of building materials and tools which may be damaged by weather. The Contractor shall allow space for the erection of sheds and provide similar facilities for storage by subcontractors of their materials and tools. Storage of materials shall be confined to the site. These facilities or quarters shall further provide for protection against theft and damage of building materials and tools. Upon completion of the Work, the Contractor shall remove all such temporary facilities from the site.

The Contractor shall provide adequate, weatherproofed, heated, and well-lighted office space at the site of the Work, for the use of the Architect, Owner’s Representative, and the Owner. The Contractor shall also provide telephone service at such office, which shall be available for the use of the Architect, Owner’s Representative, and the Owner, without charge, except for toll calls. Requirements of the office space are as listed in Section 01500 paragraph 1.26.

All of the foregoing facilities shall be of a quality and placed in locations acceptable to the Owner and Owner’s Representative.

9.04 Salvage of Materials. Owner reserves the right to salvage any and all materials, equipment, furnishings, and other elements to be removed from the site regardless if such removal is indicated in the plans, specifications, drawings or other Contract Documents.
its subcontractor from socializing upon the site of the Work after normal work hours and from fraternizing at any time with staff, students, parents, and other persons who are at the school or the site of the Work.

10.00B No Contractor shall allow any of its employees listed on the Iowa Sex Offender Registry to perform work on District Projects. The District has interpreted an "unfit employee" for purposes of this Contract to be any employee currently listed on the Iowa Sex Offender Registry. The Contractor shall fill out and sign the “Acknowledgement and Certification” form located behind this section prior to executing the Agreement.

10.00C Employee background checks are the responsibility of the Contractor and his subcontractors.

10.01 Drug-Free Zone. The Des Moines Independent Community School District is a drug-free zone. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all employees, free from the effects of alcohol, controlled substances, and illicit drugs. The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances, and illicit drugs is prohibited on or adjacent to the Project site and all of the Owner's property at all times. Illicit drug use is the use of illegal drugs and alcohol and other drugs, including anabolic steroids. Controlled substances are drugs specifically identified and regulated under state or federal law and include, but are not limited to, opiates, narcotics, cocaine, amphetamines and other stimulants, depressants, hallucinogenic substances, and marijuana. The Contractor will strictly enforce this prohibition among his own employees and his subcontractors and their employees at all times. Employees who violate these prohibitions will be subject to disciplinary action by their employers up to and including termination and may be denied access to the site of the Work. Violation of this provision shall also constitute sufficient grounds for termination of the Contract or any subcontract without damages or penalty to the Owner.

10.02 No Smoking . Statewide smoking ban – Iowa Code Section 142D.3

1. Smoking now is prohibited in all areas of school buildings, including nonpublic schools, as well as all school grounds, parking lots, athletic fields, including inside any vehicle located on school grounds or school parking lots. No longer can a school designate a smoking area.
2. Smoking is prohibited inside all publicly owned vehicles, even if parked in a private drive.
3. Smoking is prohibited inside a private vehicle that is parked in a school parking lot.
The Iowa Department of Public Health (DPH) is in charge of writing administrative rules for the enforcement of this new law. DPH states that it will also provide sample “no smoking” signs that schools may download for free.
4. In addition, The use of tobacco and nicotine products; including, but not limited to, cigarettes, nicotine chew, snus, dissolvables, electronic cigarettes, any electronic or other devices that can be used to deliver nicotine to the person inhaling from the device, any other look-alike products in which the original product would include tobacco and/or nicotine and/or other nicotine products that are not approved by the Federal Drug Administration for tobacco cessation; on District property; including in District buildings, on District grounds, in District transportation vehicles, or at any District activity; is prohibited.

10.03 Equal Opportunity Policy. Because it is the desire of the Des Moines Independent Community School District to encourage equal employment policies, all Contractors, including suppliers supplying goods or services to the School District, are expected to comply with the spirit of equal opportunity employment, as well as with the letter of all applicable statutes and regulations. Compliance shall require Contractor not to discriminate and, in addition, to take reasonable affirmative action to ensure that members of minority groups are effectively accorded equal employment opportunities.
10.04 **Responsibility for Employees.** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees. The Contractor shall further be responsible for the acts and omissions of all subcontractors, their agents and employees, and all other persons acting on behalf of the Contractor or subcontractors as set forth herein.

**GC - 11.00** **ROYALTIES AND PATENTS** The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof. If the Contractor has information that the process or article specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the Architect and Owner’s Representative.

**GC - 12.00** **SURVEYS, PERMITS, LAWS, REGULATIONS, AND TAXES**

12.01 **Surveys.** The Contractor shall obtain from the Architect a copy of all surveys provided by the Owner describing property lines, elevation benchmarks, physical characteristics, and utility locations.

12.02 **Permits and Licenses.** General building permit will be secured and paid for by the Owner. Any other permits, governmental fees, and licenses necessary for the proper execution and completion of the Work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured, maintained and paid for by the Owner, unless otherwise specified. The Owner will negotiate and provide for all electrical, gas, water, and sewer mains for Contractor's connections. The Contractor is to arrange with the utility company for actual connection, make necessary connections, and pay for all inspection fees and permits in connection therewith as required by any governmental agency. In addition, the Contractor will furnish any material or items as required to complete all connections. The Contractor shall call for all required government inspections on a timely basis.

12.03 **Laws and Regulations.** The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, it shall promptly notify the Architect and the Owner’s Representative in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Architect and the Owner’s Representative, it shall bear all costs arising therefrom and to correct same.

12.04 **Taxes.** The Owner is exempt from sales and use taxes (Section 423.3(31) Code of Iowa). The Owner will provide exemption certificates to Contractors for materials to be incorporated into the Project.

The Contractor is subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If the Contractor is a non-Iowa partnership, individual, association, or corporation, it shall furnish evidence prior to the execution of the Contract that bond or securities have been posted with the Iowa State Department of Revenue in the amount required by law.

**GC - 13.00** **BENCHMARKS, MONUMENTS, STAKES, AND MEASUREMENTS**

13.01 **Benchmarks.** The Contractor shall properly stake out the Work and provide and rigidly set benchmarks and batter boards as necessary for the proper performance of the Work. The Contractor shall remain responsible for their maintenance and their accuracy. A permanent benchmark, approved as to location and type by the Architect, from which all grades are to be taken, shall be established near the site of the Work by the Contractor.
From this benchmark the Contractor shall ascertain all grades and levels to the building as needed. The Contract Documents shall include all necessary information to establish the benchmark.

13.02 Preservation of Monuments and Stakes. The Contractor shall carefully preserve all monuments, benchmarks, property markers, reference points, and stakes. In case of his destruction thereof, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks which must be removed or disturbed shall be protected until properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or benchmarks.

13.03 Measurements. Before ordering any material or performing any work, the Contractor shall verify all measurements at the Project and shall be responsible for the accuracy of same. No extra charge or compensation shall be allowed because of any difference between actual dimensions and the measurements indicated in the drawings or specifications. Any discrepancies shall be submitted to the Architect, Owner and Owner’s Representative for consideration before proceeding with the Work.

GC - 14.00 PROTECTION OF WORK AND PROPERTY

The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to all employees on the Project and all other persons who may be affected thereby; all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of its subcontractors; and other property at the site or adjacent thereto, including 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 all applicable provisions of the Occupational Safety and Health Administration (OSHA) and all laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. It shall erect and maintain all necessary safeguards for the safety and protection of workmen, Owners, and users of adjacent facilities and the public and shall post danger signs and other warnings against hazards created by such features of construction as protruding nails, hoists, well holes, elevator shafts, hatchways, scaffolding, window openings, stairways, excavations, and falling materials; and shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated in writing by the Contractor to the Owner’s Representative.

The Contractor is hereby notified that some or all of the buildings covered by this Construction Agreement may contain lead-based paint. Some or all of the buildings covered by this Construction Agreement may be considered "targeted housing" as that term is used by the United States Environmental Protection Agency ("EPA") and the Iowa Department of Public Health ("IDPH"). The scope of work described herein is not "lead abatement" as that term is used by the EPA and IDPH in that the activities included are not designed to permanently eliminate lead-based paint hazards, but are designed to repair, restore or remodel a structure even though the activities may incidentally result in a reduction or elimination of lead-based hazards.

The Contractor is solely and fully responsible for the compliance with all applicable law and regulations regarding lead-based paint, including but not limited to those of EPA, IDPH and OSHA.

The Contractor shall be liable for and shall promptly repair, remedy, indemnify, and pay for all damage or loss to any person or property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss
proximately caused by faulty drawings or specifications, or to the acts or omissions of the Owner, Owner’s Representative, or Architect and not attributable to any fault or negligence of the Contractor.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner’s Representative, Owner or Architect, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so authorized or instructed. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement. Notification of and report of such emergencies shall be made immediately to the Owner’s Representative, Owner and Architect.

GC - 15.00 ACCESS TO WORK

15.01 Access. The Architect, Owner’s Representative, Owner, and their representatives shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access so that the Architect and Owner’s Representative may perform their functions under the Contract Documents.

15.02 Inspection. If the specifications, the Architect’s instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect and Owner’s Representative timely notice of its readiness for checking by the Architect or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection. All required certificates of inspection shall be secured by the Contractor. If any work should be covered up without approval or consent of the Architect, it must, if required by the Architect, be uncovered for examination at the Contractor’s expense.

Re-examination of questioned work may be ordered by the Owner through the Owner’s Representative, and if so ordered, the work must be uncovered by the Contractor. If work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay such cost.

15.03 Testing. Materials incorporated into the Project will be subject to routine tests as required to ensure their compliance with the specifications. Such tests may include, but shall not necessarily be restricted to, the following: Concrete: primary mix design, slump tests, cylinder compressions tests, and air entrainment tests; Steel: tensile tests; Welds: field inspection and x-ray examination; Soils: sub-soil investigation, physical analysis, and compaction tests; Asphalt pavement: physical analysis and compaction tests; and Roofing-Samples cut from in-place built-up roof.

Any other basic materials for which standard laboratory test procedures have been established may also be included if doubt as to their quality should arise.

Any testing of the above nature will be done at the discretion of the Owner who will bear all costs, unless otherwise provided in the Contract Documents. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or his representative in obtaining and preparing samples for tests. All tests will be in accordance with standard test procedures and will be performed by persons or firms selected by the Owner.

GC - 16.00 CONTRACTOR’S SUPERINTENDENCE AND SUPERVISION

During the progress of the Work, the Contractor shall ensure that a competent superintendent and any necessary assistants, all satisfactory to the Architect, Owner and the Owner’s Representative, are on the Project site.
at all times while work is in progress. The superintendent shall not be changed by the Contractor except with the consent of the Architect, Owner and Owner’s Representative, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ. The superintendent shall represent the Contractor in its absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Architect, Owner and Owner’s Representative shall not be responsible for the acts or omissions of the superintendent or the superintendent’s assistants.

The Contractor shall provide full-time, qualified, and efficient supervision of the Work, using competent skill and attention. It shall direct, schedule, and coordinate the Work. It is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means, or methods. It shall coordinate the Work to ensure that all parts fit together properly and in accordance with the Contract Documents. It shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Owner’s Representative any error, inconsistency, or omission which he may discover.

The superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a thorough and first-class manner in every respect. The Contractor shall provide engineering, surveying, and coordination to accurately establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Contractor’s work. It shall lay out the Work in a manner satisfactory to the Architect, making permanent records of all lines and levels required for excavation, grading, and foundations, and for all other parts of the work. It shall determine the commencement and certify the proper completion of the various stages of construction.

The Contractor shall arrange for the foreman of each subcontractor (mechanical, electrical, masonry, plastering, painting, etc.) on the job to meet with the Owner’s Representative and the Architect at the job prior to any work being started by this particular subcontractor so that all phases of the subcontractor’s work can be thoroughly discussed and the quality of materials and workmanship expected can be completely understood and agreed upon.

GC - 17.00 CHANGE IN THE WORK

17.01 Field Order Request. The Owner may, at any time, by a written FOR (Field Order Request) directed through the Architect and Owner’s Representative, without notice to the sureties and without invalidating the Contract, make changes in the drawings and/or specifications of this Contract within the general scope thereof; order extra work; or make changes by altering, adding to, or deducting from the Work. If such changes cause an increase or decrease in Contract amount, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within ten (10) days from the date of receipt by the Contractor of the notification of change. No FOR or other form of order or directive by the Owner, Owner’s Representative or Architect requiring additional compensable work to be performed, which causes the aggregate amount payable under the Contract Documents to exceed the amount appropriated for the original Construction Agreement shall be issued unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made.

Any change or aggregate of changes which causes an increase or decrease greater than 15% of the Contract amount, shall be approved by the Board of Directors in writing.

17.02 Approvals. Field orders are to be approved by the Chief Operations Officer, the Architect and the Owner’s Representative. Refer to Section 01028 “Change Procedures” for the requirements associated with documenting Field Order Requests.
17.03 **Minor Changes.** In giving instructions, the Architects shall have authority to make minor changes in the Work, which do not involve extra cost, and which are not inconsistent with the purposes of the building or the Owner’s intent. Architect shall immediately notify Owner and Owner’s Representative in writing of any authorized minor changes in the Work. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Owner and Owner’s Representative signed or countersigned by the Architect, or a written order from the Architect stating that the Owner and Owner’s Representative has authorized the extra work or change. No claim for an addition to the Contract sum shall be valid unless ordered or authorized in the manner set forth in this section.

17.04 **Price Differential.** The cost or credit resulting from a change in the Work shall be determined in one or more of the following ways:

a. By estimate, with a detailed cost breakdown as set forth in subparagraph c. below, and acceptance in a lump sum, with a mark-up to the Owner, for the Contractor and all affected subcontractors as outlined in Section 01028 “Change Procedures”.

b. By unit prices named in the Contract or subsequently agreed upon.

c. If the parties are unable to agree on one of the above methods, then the amount shall be determined by force account under the following formula:

i. The actual cost of all direct labor performed (including forepersons employed continuously on the Work, but not the salary, or any part thereof, of the Contractor’s superintendent) and the actual materials furnished for and used in such work, less all available cash, trade, or other discounts;

ii. Rental for the use of such items of equipment as have an individual value in excess of One Thousand Dollars ($1,000); provided that the amount of such rental charge and the length of time and probable cost of the use of such equipment shall have been authorized in writing by the Owner and the Owner’s Representative;

iii. All proportionate sums paid for royalties, permits, and inspection fees;

iv. All proportionate premiums for Public Liability Insurance, Worker’s Compensation, and other proper and necessary insurance, as well as all applicable payroll taxes;

v. Either a predetermined lump sum, fixed fee, or a negotiated percentage fee which fee shall be applied to the total of paragraphs in i., ii., and iii. only, and shall constitute full compensation to the Contractor for all costs and expenses, including all overhead and profit, which are not otherwise enumerated above. Subcontractors, if employed by the Contractor on this part of the Work, will receive such portion of the Contractor’s fee as may be agreed and paid to them by the Contractor.

vi. The Contractor shall keep and present, in such manner as the Owner and Owner’s Representative may direct, an accurate accounting of all of the foregoing costs, together with all supporting vouchers and other documentation, all subject to audit by the Owner.
18.01 **Claims for Extra Cost or Time.** If the Contractor claims that any instructions by drawings or otherwise, after the date of the Contract, involve extra costs under this Contract which were not included in the original bid, or requires an extension of the Contract time, he shall give the Owner, Architect and Owner’s Representative written notice thereof no later than seven (7) calendar days after the receipt of such instructions, and in any event before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the Work. No such claim shall be valid unless so made. Any change in the Contract amount or Contract time must be authorized by change order. Contractor must list all claims on each Pay Application submitted.

18.02 **Delays and Extensions of Time.** If the Contractor is delayed at any time in the commencement or progress of the critical path of the Work by any act or neglect of the Owner, Owner’s Representative or the Architect, or by any employee of each, or by any separate Contractor employed by the Owner, or by changes ordered in the Work, or by unavoidable casualties beyond the Contractor’s control which Contractor could not have avoided by the exercise of diligence, or by any cause which the Owner determines may justify the delay, then the completion date shall be extended in writing by Owner for such reasonable time as the Owner may determine. A time extension shall be Contractor’s sole remedy and compensation for all such delays.

Extension of the Contract completion time will be considered for delays due to weather conditions only when such conditions have had a material, adverse impact upon the critical path of the Construction Progress Schedule, are more unusually severe and extended than could have reasonably been anticipated based upon normal conditions for the relevant period of time, and only if a request for such an extension of time is received within seven (7) days of the first date of each delay. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the Contractor’s scheduled work day. Determination of extension shall be made only after analyzing the ten-year average of data from NOAA and other sources for time period being claimed. Actual days over and above this ten-year average will be considered for time extension.

All requests for extension of time shall be subject to the Owner's approval and shall be made in writing to the Owner’s Representative no more than seven (7) days after the occurrence causing the delay; otherwise they shall be waived. Any request for extension of time for a change in the Work or for any occurrence allegedly causing a delay as provided for herein must be substantiated by demonstrating the effect of the change or occurrence on the critical path of the Construction Progress Schedule.

If no schedule or agreement is made stating the dates upon which written interpretations or detail drawings shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations or drawings until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.

Should the time for completion of the Contract be extended, the Owner reserves the right to occupy any part of the structure upon written notice to the Contractor from the Owner’s Representative, but only after the Architect and Owner’s Representative have made a thorough inspection accompanied by the Contractor's superintendent to note any defects in workmanship or materials which are the responsibility of the Contractor. Any such partial occupancy shall not be deemed a waiver of any provision for liquidated damages for delay in substantial or final completion, as applicable.

When the whole or a portion of the Work is suspended for any reason, each Contractor shall properly cover over, secure, and protect all work as may be susceptible to damage from any cause.

This Article does not exclude the recovery of damages by the Owner for delay under other provisions of the Contract Documents.
19.01 Changed Conditions. The Contractor shall promptly, and before such conditions are disturbed, notify the Owner, Architect and Owner’s Representative in writing of: (1) sub-surface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Owner, Owner’s Representative and the Architect shall promptly investigate the conditions, and if the Owner finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of the Work, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless it has given notice as above required.

19.02 Asbestos and Hazardous Materials. If the Contractor, Architect or Owner’s Representative encounter or otherwise identify or suspect asbestos, asbestos-containing material, hazardous materials, except for lead-based paint, which is addressed in GC Article 14.00, or other unusual or unexpected conditions, Contractor, Architect or Owner’s Representative shall immediately notify the Owner and shall not continue work on the Project until authorized by Owner in writing.

20.01 Correction of Work Before and After Completion. The Architect, Owner and Owner’s Representative have the authority to reject work which is defective or does not conform to the Contract Documents. The Contractor, following written demand from the Owner’s Representative, shall promptly correct all work rejected by the Architect, Owner’s Representative or Owner as defective or as failing to conform to the Contract Documents whether observed before or after final completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Architect’s, Owner’s Representative’s and/or Owner’s consultant's additional services. If the Contractor proceeds to build in or cover the item which has been rejected, it shall be totally responsible for the cost of removal and replacement of said item and removal and replacement of all necessary work surrounding or covering the item in order to produce a first-class job.

20.02 Tests to Determine Conformance. Whenever in the opinion of the Architect, Owner’s Representative or the Owner, tests are essential to assure the professional evaluation of the Work which is subject to being rejected or condemned, the necessary number of tests will be performed by the consultants designated by the Owner. All parties to the Contract will comply with the methods and extent of the corrections submitted in writing to the Owner, Architect and the Owner’s Representative by the designated consultant. The cost of the tests will become the Contractor’s responsibility when corrections of any nature are recommended by the consultant to the investigated work; otherwise, the Owner will pay for all tests performed. Should such special testing, inspection, or approval be caused by the Contractor’s failure to follow the requirements of the Contract Documents or of required tests under GC-15.03, Testing, indicating conditions not in conformance with the Contract Documents, the costs of such additional testing, inspection, or approval shall be borne by the Contractor, regardless of the results.

20.03 Removal of Rejected Work. The Contractor shall promptly remove from the premises all work rejected by the Architect or Owner as failing to conform to the Contract Documents whether physically in place or not. Thereafter, the Contractor shall promptly replace and re-execute such work in accordance with the Contract and without expense to the Owner. The Contractor shall further bear the expense of making good all work of other subcontractors found to be defective or destroyed or damaged by such removal or replacement.

If the Contractor does not remove such rejected work within a reasonable time, fixed by written notice from the Owner through the Owner’s Representative, the Owner may remove it and may store the material at the expense...
of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days’ time thereafter, the Owner may, upon ten (10) days’ written notice, sell such materials at auction or at private sale. In such case, the Owner shall account to the Contractor for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor, including compensation for additional Architect or consultant services. If the net proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

20.04 Correction of Work After Final Payment. Neither the final estimate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, it shall remedy any defects due thereto and pay for any damage to other work or property resulting therefrom, which shall appear within a period of one (1) year from the date of final completion and acceptance. This warranty shall be in addition to and not in lieu of all other remedies available to the Owner.

20.05 Failure to Correct the Work. If the Contractor fails to correct such defective or nonconforming work, the Owner may correct it and otherwise proceed against the Contractor for the cost thereof in accordance with the provisions of these General Conditions.

20.06 Deductions for Uncorrected Work. If the Owner deems it inexpedient to correct work that has been damaged or is defective or has not been completed in accordance with the Contract Documents, an appropriate deduction from the Contract price shall be made and reflected by a change order, or, if the amount is determined after final payment, it shall be paid by the Contractor.

20.07 Additional Obligations. The obligations of the Contractor to correct the Work shall be in addition to, and not in limitation of, any other obligations imposed upon him by law, special guarantees, warranties, or other rights of the Owner.

GC - 21.00 OWNER’S RIGHT TO CARRY OUT WORK

If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract, the Owner, after three (3) working days’ written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the reasonable cost thereof from the payment then or thereafter due the Contractor. In the event such work is performed by the Owner, the Owner’s employees, or by persons other than the Contractor at the Owner’s request, the Owner shall not be liable to the Contractor for inconvenience expense or subsequent cost of removal of such work. The amount to be deducted as cost of doing the Work shall include the cost of the Architect’s additional services made necessary by such default. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

GC - 22.00 OWNER’S RIGHT TO TERMINATE CONTRACT

22.01 With Cause. If the Contractor should be adjudged a bankrupt; or if it should make a general assignment for the benefit of his creditors without approval of the Owner; or if a receiver should be appointed on account of his insolvency; or if it should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers, competent supervision and superintendence of the Work, proper materials, or competent management of the Project; or if it should fail to make prompt payment to subcontractors or for material or labor; or disregard laws, ordinances, or the instructions of the Architect or Owner; or otherwise be guilty of a material violation of any provision of the Contract; then the Owner, when in its sole
opinion sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven (7) days’ written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finally completed and accepted by the Owner. If the unpaid balance of the Contract sum shall exceed the expense of completing the Work, including compensation for additional architectural, managerial, consultant, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and the damages incurred through the Contractor's default, shall be determined by the Owner.

22.02 Without Cause. Should conditions arise which in the Owner’s opinion make it necessary or advisable to discontinue work under the Contract Documents, the Owner may terminate the Contract in whole or in part without cause or fault by the Contractor by giving seven (7) calendar days’ written notice to the Contractor. The notice shall specify the date and extent to which the Contract is terminated. Upon any such termination, the Owner shall take possession of the site and all or any part of the materials and equipment delivered or en route to the site. In the event of termination under this paragraph 22.02, the Contractor shall be equitably paid for all work properly completed, based upon the approved Schedules of Values.

GC - 23.00 PAYMENT

23.01 Schedule of Values. Payments will be made on the valuation of the Work done. Before any Request for Payment will be considered, the Contractor shall submit to the Owner’s Representative a complete, itemized schedule of the values of the various parts of the Work, aggregating the total sum of the Contract and separating material costs from other costs. Such schedule shall include as costs the material costs of all subcontractors under such Contractor and the costs of all materials to be taken from the Contractor’s or subcontractors’ own stocks of material. The schedule shall be submitted on forms supplied by the Owner’s Representative and supported by such evidence as to its correctness as the Owner’s Representative, Architect or the Owner may direct. A separate line item shall be included in the schedule of values for overhead and profit. This schedule will be used for the estimates and payments provided for in these General Conditions. Along with such schedule the Contractor shall submit a schedule of values of estimated monthly application amounts for the course of the Work to assist the Owner in arranging payment.

23.02 Payments to Contractors. Payment to the Contractor will be made by the Owner from cash on hand from such sources as may be legally available, and from the proceeds of the Statewide Sales Tax for school infrastructure imposed by the State and authorized by the electors of the Des Moines Independent Community School District by it’s most current Revenue Purpose Statement. Payment shall be made to the Contractor based on monthly estimates in amounts equal to ninety-five percent (95%) of the Contract value of the Work completed, including materials and equipment delivered to the job during the preceding calendar month and will be based upon an Application for Payment prepared by the Contractor, subject to the approval of the Architect. One (1) copy of the Application for Payment shall be filed with the Owner’s Representative. The Architect and Owner’s Representative will certify to the Owner for payment the accuracy of each approved Application for Payment on or before eleven days prior to a regularly scheduled board meeting and within 7 working days. Such monthly payments shall in no way be construed as an act of acceptance for any part of the Work partially or totally completed. It is the policy of the Board of Directors of the Owner to schedule Certificates of Payment and accounting times to coincide with the regular meetings of the Board and to pay Contractor no more often than once per month. The Owner reserves the right to withhold payments at any time regardless of the Architect’s or Owner’s Representative’s recommendations.
The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances; and that no work, materials, or equipment covered by a Request for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. This provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

23.03 Document Submission. Contractor shall be responsible for submitting all required Contract Documents and Applications for Payment in forms acceptable to the Owner, including but not limited to, electronic submission.

23.04 Applications for Payment. No Application for Payment will be submitted to the Owner until and unless the Architect and Owner’s Representative have certified it. No approval of a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any work not completed in accordance with the Contract Documents.

23.05 Payments Withheld. The Owner may withhold payment or the Architect may decline to approve an Application for Payment in whole or in part, or the Architect may withhold or nullify the whole or any part of any Application previously issued, because of subsequently discovered evidence or subsequent inspections, for such an amount or to such extent as may be necessary in the opinion of either to protect the Owner from loss on account of:

a. Defective work not remedied;

b. A reasonable doubt that the Contract can be completed for the balance then unpaid;

c. Damage to another Contractor;

d. Failure of the Contractor to prosecute any portion of the Work in a timely manner or in compliance with any approved schedules;

e. Failure of the Contractor to submit on a timely basis any documentation required by the Contract Documents, including, without limitation, monthly progress reports, schedule of values, potential claims or request for approval of subcontractors.

GC - 24.00 CONSTRUCTION SCHEDULE AND PROGRESS REPORTS

All time limits stated in the Contract Documents are of the essence of the Contract.

All work on the Project shall be finally completed within the times indicated in the Construction Documents.

The Contractor shall submit, within ten (10) calendar days after the date of the Notice of Contract Award in a format acceptable to the Owner, a Preliminary Construction Schedule for the Project. This schedule shall start
with the date of the Notice of Contract Award, and the completion date shall be a date which will enable the Owner
to accept the Work on the date specified in the Construction Agreement.

Contractor shall submit a detailed Construction Progress Schedule prior to the first application for payment. The schedule shall portray fully a timetable representing the various elements in the schedule of values and shall provide for the expeditious and practicable execution of the Work. The time shown between the starting and completion dates of the various elements within the schedule shall represent one hundred percent (100%) completion of each element. The detailed Construction Progress Schedule shall indicate the critical path of the Work. This schedule shall be revised monthly during the progress of the Work. Monthly updates of the schedule shall be required as a Condition of Approval for the Contractor’s Application for Payment. Additional detailed schedules of separate elements of the Work may be requested at the Owner’s discretion.

In addition, the Contractor shall submit with the Request for Payment monthly progress reports. Basically, these reports shall reflect the Contractor’s “work in place” progress and will be certified by the Contractor or its superintendent as to the date and contents of such “work in place” progress report. If requested by the Owner, the monthly progress reports shall also include representative photographs of the actual work in place. Such reports shall depict progress and percentage of completion, consistent with the values and amounts contained on the counterpart Request for Payment. The subcontractors shall be supplied copies of the Contractor’s approved schedule. These subcontractors shall develop a similar schedule based on their respective work. Failure to submit an approved progress schedule or monthly progress report shall be deemed cause to reject Requests for Payment.

The Contractor shall schedule all work so as to reduce to a minimum any disruption in the use of the existing facilities and interruptions of utility service of any type. Where electrical or mechanical work performed under this Contract will necessitate interruptions of service to existing facilities, the Contractor shall furnish and install temporary service to such facilities or perform such work at such times when said existing utilities are not in normal use. This Contractor shall bear the cost of all overtime or inconvenience resulting therefrom.

GC - 25.00 INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval of the Owner for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days’ prior notice to the Owner in writing.

25.01 Liability Insurance Requirements. The Contractor shall procure and maintain, at its own expense, until final completion and acceptance by the Owner, liability insurance as hereinafter specified. The liability insurance required is as follows:

a. Commercial General Liability Insurance. Contractor’s General Public Liability and Property Damage Insurance issued to the Contractor and protecting it from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operations under his Contract, whether such operations be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him, or by anyone for whose acts any of them may be liable.

All such insurance shall be written with a limit of liability of not less than $1,000,000 for all damages arising out of one occurrence for bodily injury, including death, and property damage.
The General Liability policy should have a general aggregate limit of $2,000,000 for all damages and a products completed aggregate of $2,000,000 for all damages. The policy should be endorsed to provide the designated construction Project general aggregate endorsement showing the address of the Project covered by this agreement.

All such insurance shall be written on a comprehensive policy form and shall specifically cover all blasting operations, elevators, products, completed operations, explosions, collapse, subsidence, and underground damage. Certificates evidencing the issuance of such insurance, addressed to the Owner, shall be filed with the Owner and Owner’s Representative within ten (10) days after the date of the Notice of Contract Award.

b. The policy shall include the Owner and Owner’s Representative as an additional insured. The insurer shall give the Owner and Owner’s Representative notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the Owner and the Owner’s Representative at least thirty (30) days’ prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy.

25.02 Worker’s Compensation Insurance. The Contractor shall maintain at his own expense, until completion of the Work and Final Acceptance thereof by the Owner, Worker’s Compensation Insurance, including occupational disease provisions, covering the obligations of the Contractor in accordance with the provisions of the laws of the State of Iowa. The Contractor shall furnish the Owner with a certificate giving evidence that the Contractor is covered by the Worker’s Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions. All such certificates shall be furnished within ten (10) days after the date of the Notice of Award. This policy should also include Employer’s Liability Insurance with minimum limits of $500,000 each accident for bodily injury, $500,000 each accident for bodily injury by disease, and $500,000 policy limit for bodily injury by disease.

25.03 Property Insurance. The Owner shall pay for and maintain Property Insurance, covering property of every kind and description to be incorporated into the Work, including materials and supplies, used or to be used, as part of or incidental to the construction operations. The insurance shall exclude the Contractor’s and its subcontractors’ equipment, tools, and machinery, which are not incorporated into the Work. The Property insurance shall be written under a ‘Special Cause of Loss Form’ to include perils of fire, lightning, windstorm, vandalism, and theft, as well as other perils normally covered by the standard Insurance Service Office Special Cause of Loss Form.

A loss insured under the Owner’s Property Insurance shall be adjusted by the Owner and made payable to the Owner on behalf of the Contractor and its subcontractors as their interests may appear. The Contractor shall pay subcontractors their just portions of any insurance proceeds received by the Owner and paid to the Contractor.

Unless the Owner agrees otherwise, in writing, all monies received shall be applied toward rebuilding or repairing the destroyed or damaged work.

The Owner, Contractor, its subcontractors and suppliers waive all rights against each other for damages caused by fire or other perils to the extent covered by the Property Insurance (for damages in excess of $100,000.00) obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner on their behalf. The Contractor shall require similar waivers of his subcontractors, sub-subcontractors, agents, and employees of any of them.
The deductible will be $100,000.00. Contractor is responsible for all losses and damages less than the deductible.

25.04 Installation Floater. The Contractor shall maintain an Installation Floater policy and Builder’s Risk policy covering the Work and Materials not yet installed in the building or not otherwise covered by Builders Risk insurance. The Floater should have a minimum limit of $100,000. The Floater shall cover the following areas:

A. Property in transit; and
B. Property stored off-site at a temporary location.

25.05 Comprehensive Automobile Liability. The Contractor shall pay for and maintain Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles in the following amounts:

Bodily Injury and Property Damage: $1,000,000 combined single limit

25.06 All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement (See the Standard Endorsements Figure 1070.5), pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

a. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

b. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

c. Assertion of Government Immunity. The Owner shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

This Government Immunities Endorsement shall be included on all Insurance policies which include the Owner as Additional Insured.

25.07 Cancellation and Insurance Companies. All policies of insurance carried by the Contractor shall provide for 30 days advance written notice of cancellation, non-renewal, or material change in insurance coverage directed to the Des Moines Independent Community School District. The Owner will accept the policies written only by sureties legally authorized in the State of Iowa.

25.08 The Contractor and its subcontractors, sub-subcontractors and their supplies are responsible for all damage to their own tools, equipment, and vehicles of every type. The Contractor, its subcontractors, sub-subcontractors and their suppliers shall waive subrogation against the Owner for any damage to such equipment, tools, and vehicles including any insurance in force to cover such equipment.
GC - 26.00 PERFORMANCE AND PAYMENT BONDS

The Contractor shall, within ten (10) days of the Notice of Contract Award, furnish bonds to the Owner in the full amount of the Contract price, covering both the faithful performance of the Contract and the payment of all obligations for labor and materials arising thereunder, on such forms as the Owner may prescribe and with such sureties as the Owner may approve. Such bonds shall be duly executed by a qualified surety, conditioned upon the true and faithful performance of the Contract, and shall provide that if the Contractor or his subcontractors fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor or his subcontractors in the performance of the Work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, as adjusted by approved change orders, and together with interest as provided by law. The Performance Bond shall additionally guarantee that the Contractor shall remedy any omissions, correct any and all defects, and adjust and make operable all component parts of the Work falling under the requirements of his Contract which may be called to his attention within a period of twelve (12) months following the date of the Letter of Acceptance.

The premium for all bonds shall be paid by the Contractor and included in the bid price in the Bid Proposal. The Owner will accept and approve bonds written by sureties legally authorized to write such bonds in the State of Iowa. If, at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Iowa, the Owner may require another surety acceptable to the Owner, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so.

GC - 27.00 SUBCONTRACTORS

The Contractor shall, within twenty-four (24) hours following the bid opening, provide to the Owner a completed List of Subcontractors and Suppliers of Labor and Material, which details whose quotations it has used in preparation of his bid. The Contractor shall, before awarding any subcontracts, re-verify to the Owner and Architect in writing the names of subcontractors proposed for the Project. Any deviation from the original subcontractor and supplier list will not be allowed unless justification is submitted in writing to the Owner by the Contractor that the subcontractor or supplier is deemed unfit or unable to perform the specified work, is unwilling to enter into a subcontract, or is not in compliance with the Contract Documents. The Contractor shall not employ any subcontractors that the Owner or Architect may, within a reasonable time, object to as incompetent, unfit, or otherwise undesirable. Substitutions of subcontractors listed in the executed proposal form may not be made without written approval of the Owner.

The Owner shall, on request, furnish to a subcontractor, wherever practicable, evidence of the amounts certified on his account.

The Contractor agrees that it is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor, at the conclusion of the Work and before final payment is made, shall furnish to the Owner a listing, giving names, contact persons, addresses, and telephone numbers of all subcontractors and material suppliers who furnished labor and materials on the Project with identification of the services rendered and materials provided.

Nothing contained in the Contract Documents shall create any direct contractual relation between any subcontractor and the Owner.
The Contractor agrees to bind every subcontractor by a written agreement and require in his Contracts that every subcontractor be bound by the terms of the Construction Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the drawings and specifications as far as applicable to his work, including the following provisions of this Article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

The subcontractor agrees with the Contractor:

a. To be bound to the Contractor by the terms of the Construction Agreement, General Conditions of the Contract, the Supplementary General Conditions, the drawings and specifications, and any other Contract Documents, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the Owner;

b. To preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

c. To perform all Work in accordance with the requirements of the Contract Documents;

d. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as specified in the General Conditions;

e. To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions of the Contract and the Supplementary General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

The Contractor agrees:

f. To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Agreement, General Conditions of the Contract, the Supplementary General Conditions, the drawings and specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

g. To pay the subcontractor not later than seven (7) calendar days immediately following the payment of each certificate issued under the schedule of values described in these General Conditions, the amount allowed to the Contractor on account of the subcontractor’s work to the extent of the subcontractor’s interest therein.

h. To pay the subcontractor, upon the payment of Certificates, if issued otherwise than as in g. above, so that at all times his total payments shall be as large in proportion to the value of the Work done by it as the total amount certified to the Contractor is to the value of the Work done by it.

i. To pay the subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.
j. To pay the subcontractor a just share of any insurance payment received by the Contractor, applicable to work performed by such subcontractor.

If the Owner knows or has reason to know the Contractor is not making timely payments to the subcontractors and/or suppliers, the Owner may require the Contractor to submit verified documentation evidencing that full and timely payments have been made to the subcontractors and suppliers and/or that legal justification exists for withholding payments. In addition, the Owner may contact the subcontractors and suppliers directly to obtain verification that payments have been made as required by law or the Contract Documents.

Nothing in this Article shall create any obligation on the part of the Owner to pay or to see to the payment of any sums to any subcontractor, nor shall it form the basis for any action by the subcontractor against the Owner on any contractual theories.

GC - 29.00 ARCHITECT’S STATUS AND INSPECTIONS

29.01 Authority. The Architect shall act on the Owner’s behalf through the Owner’s Representative during construction and until the expiration of the warranty period. The Architect has the authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing. The Architect, with written approval of the Owner, shall have authority through the Owner’s Representative to stop the Work whenever such stoppage may be necessary in the Architect’s reasonable opinion to ensure the proper execution of the Contract.

29.02 Decisions. The Architect shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance, although the Owner shall retain the final authority in decisions regarding such matters. The Architect shall, within a reasonable time, make recommendations to the Owner’s Representative on all claims of the Contractor and on all other matters relating to the execution and progress of the Work. All such decisions shall be subject to review by the Owner. The Architect’s decisions in matters relating to artistic effect, after consultation with the Owner, shall be final, if within the terms of the Contract Documents.

29.03 Inspections. The Contractor shall provide timely notice to the Owner, Owner’s Representative and the Architect when inspections are desirable or required by the terms of the Contract or the Architect’s and Owner’s Representative’s agreement with the Owner. Such notice shall be given in order to allow for the following reviews and inspections, among others:

a. Reviewing and approving shop drawings samples and other submissions for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents;

b. Inspection of bearing surfaces of excavations before footings are poured;

c. Inspection of reinforcing steel after installation and before concrete is placed;

d. Inspection of structural and architectural concrete before, during, and after pouring;

e. Evaluation of all laboratory reports;

f. Inspection of structural steel after erection and prior to its being covered or enclosed;
g. Inspection of mechanical work following its installation and prior to its being covered and enclosed;

h. Inspection of electrical work following its installation and prior to its being covered or enclosed; and

i. Inspection of exposed surfaces for compliance with the Construction Documents.

GC – 30.00 OWNER’S REPRESENTATIVE’S STATUS AND INSPECTIONS

30.01 Authority. The Owner’s Representative shall be the District’s principal agent and shall act on the Owner’s behalf through the Program during construction and until the expiration of the warranty period. The Owner’s Representative has the authority to act on behalf of the Owner to the extent expressly authorized in the Contract Documents or otherwise expressed in writing. The Owner’s Representative, with written approval of the Owner, shall have authority to stop the Work whenever such stoppage may be necessary in the Owner’s Representative’s reasonable opinion to ensure the proper execution of the Contract.

30.02 Administration. The Owner’s Representative shall establish and implement procedures for reviewing and processing requests and making recommendations to the Owner and Architect with respect to clarifications and interpretations of the Contract Documents; shop drawings; samples and other submittals; contract schedule adjustments; change order and field order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. Although the Owner shall retain the final authority in decisions regarding such matters, as the Owner’s representative, the Owner’s Representative shall be the party to whom all such information shall be submitted. The Owner’s Representative’s recommendation to the Owner shall relate to design considerations, matters of cost, scheduling and time of construction, and clarity, consistency and coordination of documentation.

30.03 Inspections. The Contractor shall provide timely notice to the Owner, Owner’s Representative and the Architect when inspections are desirable or required by the terms of the Contract or the Architect’s and Owner’s Representative’s agreement with the Owner. Such notice shall be given in order to allow for the following reviews and inspections, among others:

a. Reviewing and approving shop drawings samples, product data and other submissions for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents;

b. Inspection of bearing surfaces of excavations before footings are poured;

c. Inspection of reinforcing steel after installation and before concrete is placed;

d. Inspection of structural and architectural concrete before, during, and after pouring;

e. Evaluation of all laboratory reports;

f. Inspection of structural steel after erection and prior to its being covered or enclosed;

g. Inspection of mechanical work following its installation and prior to its being covered and enclosed;
h. Inspection of electrical work following its installation and prior to its being covered or enclosed; and

i. Inspection of exposed surfaces for compliance with the Construction Documents.

j. Reviewing Project schedules and schedule changes.

k. Reviewing requests for change in the Contract including all change Orders and Field Orders.

l. Reviewing and making recommendations for pay requests.

m. Reviewing certificates and policies of insurance for compliance with the Contract Documents.

n. Inspecting the site for construction observations and supervision and preparing written and photographic documentation.

GC - 31.00 CASH ALLOWANCES

The Contractor shall include in the Contract sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit, and other expenses contemplated for the original allowance shall be included in the Contract sum and not in the allowance. The Contractor shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Owner or Architect may direct through the Owner’s Representative, but it will not be required to employ persons against whom it makes a reasonable objection. If the cost, when determined, is more than or less than the allowance, the Contract sum shall be adjusted accordingly by field order which will include additional handling costs on the site, labor, installation costs, overhead, profit, and other expenses resulting to the Contractor from any increase over the original allowance.

GC - 32.00 USE OF PREMISES

The Contractor shall confine its apparatus, the storage of materials, and the operations of its workers to limits indicated by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the premises with its materials. Contractor shall not place or store any materials, equipment, or other items or goods outside the construction area as designated in the Construction Documents, without prior written approval of the Owner and Owner’s Representative. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce all Owner instructions and other regulations regarding signs, advertisements, fires, and smoking and shall not allow the possession or consumption of alcohol or drugs on the premises by his or any subcontractor’s workers. The Contractor shall limit his construction activities, including material storage, to areas approved by the Owner’s Representative.

GC - 33.00 CUTTING, PATCHING, AND EXCAVATING

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of the subcontractors shown upon, or reasonably implied by, the drawings and specifications for the completed structure.

Any cost caused by defective or improperly timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the Work of any subcontractor except with the consent of the Architect.
The Contractor will ensure that each subcontractor leaves all chases, holes, or openings straight, true, and of proper size in its own work, or cut the same in existing work as may be necessary for the proper installation of its own or another subcontractor’s work consulting with the Owner’s Representative and the Contractor regarding proper location and size of same. In case of its failure to leave or cut same in the proper place, it shall cut them afterward at its own expense. No piers or other structural members shall be cut or modified in the field without the written consent of the Architect and Owner’s Representative. Any extensive cutting of non-structural elements shall also require the Owner’s Representative’s and Architect’s approval. After such work has been installed, it shall carefully fit around, close up, repair, patch, and point up same as directed to the entire satisfaction of the Architect. Each section of this specification shall include all cutting, patching, and excavating for that trade division unless specifically stated to the contrary.

GC - 34.00  CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and shall remove all rubbish as often as is necessary or as directed by the Owner, Architect or Owner’s Representative, or as specified elsewhere in these documents. At the completion of the Work, it shall remove all its rubbish from and about the building, and all its tools, scaffolding, and surplus materials and shall wash all glazing and window frames inside and outside throughout the building, removing all stains, paint, etc., on same. Care shall be taken not to scratch the glazing in this clean up.

All doors and wall coverings shall be left thoroughly clean and finished; all walls and ledges shall be dusted; all plumbing fixtures shall be cleaned; all hardware shall be free of all labels, paint, stains, dust, dirt, and the like; all marks, stains, fingerprints, other oil, and dirt shall be removed from painted, decorated, or natural finish work and the building will be ready for occupancy except for being further equipped by the Owner. In case of dispute, the Owner may perform such cleaning up as may be required and charge the cost to the Contractor.

GC - 35.00  STATUTES, ORDINANCES, AND REGULATIONS

The Contract shall be governed by the laws of the State of Iowa.

The Contractor and all subcontractors shall comply with all applicable federal and state statutes, rules, regulations, and directives of any governmental body having jurisdiction over the Work to be performed. Should any of the provisions of the Contract Documents be in conflict therewith, then that portion which is in conflict shall be considered stricken and the applicable statute, ordinance, regulation, or ruling substituted therefore. All such cases of apparent conflict coming to the attention of any party shall immediately be called to the attention of the Owner. The Contractor shall strictly observe and comply with all federal and state laws pertaining to the employment and payment of labor.

GC - 36.00  APPROVAL OF SUBSTITUTIONS

The Contractor will be held to have used in his base proposal and to furnish under the Contract those items of equipment and/or materials which are specifically identified in the specifications by a manufacturer’s name, model, or catalog number. Owner, in its sole discretion, may approve substitution of equipment and/or materials of makes other than those specifically named in the Contract Documents so long as the equipment or material proposed for substitution in the opinion of the Owner is just as suitable as equipment and/or materials named in the specifications so far as performance, construction, efficiency, and utility are concerned.
All requests for substitutions must be submitted in writing at least seven (7) working days prior to the bid opening to the Owner for evaluation and final approval. Contractor’s request shall include a complete listing of the substitutions proposed, with drawings and other data required by Owner, supporting Contract price changes pertaining to each proposed substitution. Contractor shall also furnish drawings or other data required to indicate any modifications which would result from use of the proposed changes and shall furnish general arrangement drawings, full descriptive data, and any other information required to demonstrate that the proposed substitutions are equal to the product(s) specified. The Owner will determine if the proposed substitutions are acceptable or unacceptable and will notify all potential bidders of its decisions no later than five (5) calendar days before bid opening. In the absence of the Owner’s written acceptance, no substitution will be allowed for any items specified in the Contract Documents. Acceptance by the Owner of proposed substitutions shall not relieve Contractor of the responsibility for providing workmanship, materials and equipment meeting quality standards established for the Project. No substitution may be made subsequent to the award of the Contract, except upon Owner’s written approval.

Contractor may offer alternate systems to the ones named in the specifications by submitting with the proposal and on the form provided, identifying data on the system proposed, together with a statement of the amount of addition or deduction from the base bid if the bidder’s alternate is accepted. Prior approval by the Owner is not required on items submitted as alternate bids.

GC - 37.00 OCCUPANCY

The Contractor, upon the Owner’s written request, shall allow the Owner to occupy portions of the Work and to place and install, subject to reasonable restrictions, as much equipment and furnishings during the progress of the Work as is possible without interfering with the progress of the Work. Such occupancy and the placing or installing of equipment and furnishings shall not in any way evidence the completion of the Work or signify the Owner’s acceptance of the Work, or any part of it. Equipment includes such things as kitchen equipment, etc. Furnishings include such things as lockers, benches, desks, etc. Prior to occupancy, the Architect and Owner shall make a thorough inspection accompanied by the Contractor’s superintendent to note any defects in workmanship or materials which are the responsibility of the Contractor. The provisions of the Article shall not be in limitation of the Owner’s rights set forth in Article 18.00.

GC- 38.00 DAMAGE TO UTILITIES

The Contractor shall take adequate precautions to protect existing utilities on and off the site and avoid damage thereto. The Contractor shall repair or replace or have repaired or replaced at his own expense any damage to streets, water, sewer, light, power, cable, or telephone lines, damaged by reason of his work.

The location and extent of underground utilities and cables and conduit as indicated on the drawings are not guaranteed. This information is shown only for such use as bidders and Contractors may choose to make of it. All Contractors shall check with all public utilities companies for locations and shall comply with their regulations regarding their utilities in performing the Work.

Active underground utilities shall be adequately protected from damage and if damaged shall be immediately repaired. Removal or relocation of same shall be done only as indicated on the drawings. If they are in use, they shall be maintained in continuous service. If not indicated on the drawings or not known to exist, the Contractor shall report discovery of such lines to the Architect and shall not proceed further until directed to do so.

Inactive or abandoned utilities, whether or not they are indicated on the drawings, shall be recorded as to location and depth and shall be removed for a distance of not less that three (3) feet from outside line of all concrete
work unless otherwise required by regulations. Ends shall be capped or plugged. There will be no adjustment of Contract amount for work due to inactive or abandoned utilities indicated on the drawings.

**GC - 39.00  PROJECT SIGN**

If required by the specifications, the Contractor shall provide a Project sign in such form and size as may be approved by the Owner. No other advertising is permitted on the Project site.

**GC - 40.00  BLASTING**

No explosives of any nature except for those normally employed in powder actuated tools, .38 caliber or smaller, shall be employed or used on any site except with the express and specific prior written approval of the Architect and the Owner and any appropriate governmental authorities, in each instance. The Contractor shall notify the Architect of need for such approval three (3) days prior to the proposed use of such explosives.

**GC - 41.00  HISTORICAL DATA**

In addition to warranties, guarantees, operating instructions, etc., elsewhere specified, the Contractor, at the conclusion of the Work and before final payment is made, shall furnish a listing, giving principal’s names, addresses, and telephone numbers of all subcontractors and material suppliers who furnished labor or materials on the job with identification of the services rendered. There shall be provided one (1) copy to the Owner’s Representative, one (1) copy to the Architect and three (3) copies to the Owner. All copies will be delivered to the Owner’s Representative for review and distribution.

**GC - 42.00  TESTING OF BUILDING SYSTEMS (COMMISSIONING)**

The Contractor shall submit a written plan prior to completion and acceptance, consistent with the Contract Documents and applicable codes, for the testing of all building systems. All testing shall be of the complete system, before covering, or of individually separable larger portions of the system and shall be performed in the presence of the appropriate consultant and representative of the Owner. A written report shall be filed in the office of Facility Management, Des Moines Independent Community School District, recording each test, and signed by such consultant.

**GC - 43.00  TEMPORARY OR TRIAL USAGE**

Temporary or trial usage by the Owner of any mechanical device, machinery, apparatus, equipment, or any work or material supplied under the Contract before final completion and written acceptance by the Architect shall not be construed as evidence of the Architect's or Owner's acceptance of same or the commencement of any warranty periods.

The Owner has the privilege of such temporary or trial usage, for such reasonable time as the Owner and the Architect deem proper. The Contractor shall make no claim for damage or injury to or breaking of any parts of such work which may be caused by weakness or inaccuracy of structural parts or by defective materials or workmanship.

If the Contractor so elects, it may, without cost to the Owner, make such trial usage. However, trials shall only be conducted with the Architect’s prior approval and under the Architect’s observation.
When heating, air conditioning, ventilating, exhaust, or other items of electrical or other equipment are installed, it shall be the responsibility of the Contractor installing such equipment to operate it for a satisfactory period of time as required by the Architect for proper testing of the equipment and instructing the Owner’s operating personnel. All items of equipment, testing meters, testing instruments, and incidentals required for proper testing and for instructing the Owner’s operating personnel, shall be provided by the Contractor responsible for providing and installing the equipment.

**GC - 44.00 ASSIGNMENT**

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

**GC - 45.00 SEPARATE CONTRACTS**

The Owner reserves the right to let other contracts in connection with this Work. The Contractor shall afford such other Contractors’ reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

If any part of the Contractor’s work depends for proper execution or results upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Owner through the Owner’s Representative any defects in such work that render it unsuitable for such proper execution and results. Its failure to inspect and report shall constitute an acceptance of the other Contractor’s work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of its work.

To ensure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner through the Architect any discrepancy between the executed work and the drawings.

**GC - 46.00 CONTRACTORS’ MUTUAL RESPONSIBILITY**

The entire Project may be covered by more than one contract and in such case there will of necessity be a certain overlapping of contracts. Each Contractor shall, therefore, take due notice of the Work called for in contracts other than his own. Should the Contractor cause damage to any separate Contractor on the Work, the Contractor agrees, upon due notice, to settle with such other separate Contractor by agreement, if it will so settle. If such other separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner may notify the Contractor, who shall, at the Owner’s option, defend such proceedings at the Contractor’s expense or reimburse the Owner for the expenses incurred in defense, and, if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs and expenses thereby incurred by the Owner.

**GC - 47.00 LIENS**

It is hereby mutually understood by and between the parties hereto that no Contractor, subcontractor, materialman, vendee, laborer, mechanic, or other person, can or will contract for or in any other manner have or acquire any lien upon the building or works covered by this Contract, or the land upon which the same is situated.

**GC - 48.00 WORK IN EXISTING BUILDING**

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In addition to all other requirements of the Contract Documents, if the Work involves an addition to an existing building, the Contractor shall erect and maintain during the progress of the Work, suitable dust-proof partitions to protect such building and the occupants thereof. If necessary in the Owner’s, Owner’s Representative’s or Contractor’s judgment, or pursuant to manufacturer’s directives or recommendations in order to protect occupants from noxious fumes, odors, or hazardous substances, the Contractor may be required to provide additional ventilation and/or work different or extended hours to avoid disruption to other activities within the existing building.

If any portions of an existing building are to be remodeled or repaired, such portions shall be adequately partitioned off with dust-proof partitions and well ventilated. Contractor’s personnel shall not access areas still in use by the Owner without prior, written authorization. All remodeling work shall be scheduled and submitted to the Owner and Owner’s Representative for approval. The various Contractors shall schedule their work jointly, in order that each may accomplish his work within such existing building in an orderly fashion during regular school vacation periods, where possible, or in such a manner as to permit full use of the building and without impairment of any existing facilities.

During the course of construction the Contractor shall maintain free and unimpeded all required exits from the building. Barricades shall be so erected that traffic is separated and protected from the construction. Such exits shall not be closed at any time for any reason while the building is occupied nor at any time when the building is unoccupied except after written approval is given by the Owner and proper warning and directional signs are posted.

**GC - 49.00 INDEMNIFICATION**

The Contractor shall indemnify and hold the Owner and the Architect and their agents and employees harmless from and against all claims, damages, losses, and expenses, including attorneys’ fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the Work itself and including the loss of use resulting therefrom but only to the extent caused by any negligent or intentional act or omission or breach of contract of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This specific indemnification by the Contractor is in addition to and not in lieu of other remedies which may be available to the Owner.

The obligations of the Contractor under this Article shall not extend to and will be reduced by the liability of the Architect or the Architect’s Consultants to the extent directly attributable to and proximately caused by (A) the negligent preparation or approval of drawings or specifications, or (B) errors or omissions in written directions or instructions given by the Architect or the Architect’s Consultants.

**GC - 50.00 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

It is understood and agreed that completion of the entire Project within the time stated in the Contract Agreement is a matter of vital necessity to the Owner, that the Owner will suffer substantial damages if the entire Project is not completed within that time, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, if imposed by the Owner, the Contractor agrees to pay the Owner liquidated damages in the sum set forth in the Construction Agreement for each calendar day, if any, which elapses between the dates stated in the Construction Agreement for either or both Substantial Completion and Final Completion, as extended by any extensions of time under the provisions of the General Conditions of the Contract. If the Contractor shall fail to pay such liquidated damages, if imposed, promptly upon demand therefore, the surety on his performance bond shall pay such damages. Also, the Owner may withhold all or any part of such liquidated damages.
damages from any payments due the Contractor. No changes in the Work shall extend the time for completion unless set forth on a properly approved field order/change order. Document titled “Schedules and Liquidated Damages” shall determine if and at what amount liquidated damages will be imposed on the Project.

GC – 51.00 SUBSTANTIAL COMPLETION

When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete, the Contractor shall prepare for the Owner a list of items to be completed or corrected and submit it to the Owner’s Representative. The list shall include written warranties and related documents required by the Contract and assembled by the Contractor. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect and the Owner’s Representative, on the basis of an inspection, jointly determine that the Work or designated portion thereof is substantially complete, the Architect and Owner’s Representative will then prepare a Statement of Responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of occupancy of the Work or designated portion thereof by the Owner unless otherwise provided in the Statement of Responsibilities. The Statement of Responsibilities shall be submitted to the Owner and the Contractor for his written acceptance of the responsibilities assigned in such Statement.

GC—52 REQUEST FOR EARLY RELEASE OF RETAINED FUNDS

Upon achieving Substantial Completion, the Contractor may formally request the release of all or part of the retained funds being held on the Project. The Contractor’s request for Release of Retained Funds shall be accompanied by the required sworn statement that ten (10) calendar days prior to filing the Request for Release of Retained Funds the required sworn statement was given to all known subcontractors, sub-subcontractors and suppliers that the Contractor is requesting the early release of retained funds. If proper documentation is received from the Contractor, the Owner will release the requested funds at the next monthly Board meeting of within thirty (30) days, whichever is less, except it may retain the following:

a) An amount equal to 200% of the value of labor and materials yet to be provided on the Project, which will include the value of the itemized costs for closeout phase items of the Project as listed in Section 01705 of the documents and other items as determined by the Owner and its authorized Contract representative.

b) An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time the Request for Release of Retainage Funds is approved.

If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied the Contractor within thirty (30) calendar days of the receipt of the request.

Approval of early release of retained funds will be made by Resolution of Owner’s Board of Directors. The Request will be presented to the Board of Directors for acceptance when:

1) All Work, under the request has been certified as finally and satisfactorily completed;

2) All Work, under the request has been inspected and approved by the Owner’s representative;
3) the Contractor has certified to the Owner that the materials, labor, and services involved in each Application for Payment have been paid in accordance with the Contract Documents; and

4) Documents as outlined in Section 01705 “Early Release of Retained Funds” including, but not limited to, the following documents have been completed and received by the Owner:

- Request for Release of Retained Funds - DMDSFM - -----
- Notice of Contractor’s Request for Early Release of Retained Funds
- Consent of Surety to Early Release of Retained Funds

GC - 53.00 ACCEPTANCE AND FINAL PAYMENT

Within a reasonable time after final completion of the Work and before Final Acceptance thereof, a final inspection shall be made by the Architect to determine whether the Work has been completed in accordance with the Contract Documents. A written Report of Inspection and detailed “punch list,” certified as to contents and date of inspection, shall be completed by the Architect and delivered or mailed to the Contractor.

All prior Requests for Payment shall be subject to correction in the final Request for Payment.

The balance remaining due the Contractor, if any, following Final Acceptance will be paid not earlier than thirty-one (31) days from the date of Final Acceptance of said work by the Owner, subject to the conditions and in accordance with the provision of Chapter 573 of the Code of Iowa.

Final Acceptance of the Work will be made by Resolution of Owner’s Board of Directors. The Work will be presented to the Board of Directors for Final Acceptance when:

1) All Work, including the punch list, has been certified as finally and satisfactorily completed;

2) All Work, including the punch list, has been inspected and approved by the Owner’s representative;

3) the Contractor has certified to the Owner that the materials, labor, and services involved in each Application for Payment have been paid in accordance with the Contract Documents; and

4) Documents as outlined in Section 01700 “Contract Closeout”, including, but not limited to, the following documents have been received by the Owners:

- Application for and Certification of Payment - DMPSFM-600
- Itemization Sheet for Final Payment - DMPSFM-610
- Certificate of Completion - DMPSFM-620
- Contractor’s Affidavit of Payment of Debts & Claims - DMPSFM-630
- Contractor’s Affidavit of Release of Liens - DMPSFM-640
- Consent of Surety Company to Final Payment - DMPSFM-650
- Architect’s Certificate of Specifications - DMPSFM-660
- Lien Waivers
- Required Guarantees
If any unpaid claim for such labor, materials, supplies, or equipment is filed with the Owner before payment in full of all sums due the Contractor, the Owner shall withhold from the final payment sufficient funds, if available and in accordance with Iowa Code Chapter 573, as amended, to provide for the payment of such claim, until the same shall have been paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt in full or an order authorizing withdrawal signed by the claimant or his duly authorized agent or assignee.

If a claim under Iowa Chapter 573 is filed against the Owner, the Contractor agrees to defend, indemnify, hold harmless and/or reimburse the Owner from, against and for any and all damages, settlements, payments or expenses, (including reasonable attorneys fees) incurred by the Owner on account of any and all claims filed against the Project as a direct result of the Contractor.

If any claim for such labor, materials, supplies, or equipment remains unsatisfied after all payments are made by the Owner to the Contractor, the Contractor shall refund to the Owner all sums which the latter may for any reason be compelled to pay to satisfy such claim, including all costs and attorneys' fees incurred by the Owner as a result of the Contractor's default in such respect.

The making and acceptance of the final payment shall not constitute a waiver of any claims by the Owner, including, among other things, those arising from unpaid claims, from faulty work which appears before or after final payment, or from any failure to comply with any requirements of the Contract Documents.

GC – 54.00  WARRANTIES ON PORTIONS OF THE WORK

The Contractor shall, in case of work performed or materials or equipment provided for which warranties are required by the Contract Documents, secure the required warranties and deliver copies thereof to the Architect and the Owner upon completion of the Work. All such warranties shall commence from the date set forth in the Certificate of Substantial Completion and will not in any way reduce the Contractor’s responsibilities under his Contract. Whenever guarantees or warranties are required by the specifications for a longer period than one year, such longer period shall govern.

Contractor shall provide Owner with an acceptable maintenance bond at the time of Final Acceptance. Maintenance guarantee shall run for one (1) year from the time of acceptance to protect Owner from faulty workmanship and materials as outlined in the preceding paragraph.

GC - 55.00  CONTRACTOR’S PROJECT GUARANTEE AFTER COMPLETION

The Contractor expressly warrants and guarantees that the Project will be constructed in a good, firm, substantial workmanlike manner; free from structural and workmanship defects and defects in materials; and that the improvements will be fit for occupancy and built in strict compliance with contract documents.

Neither the Architect’s approval of the final Request for Payment nor payment of any Request for Payment or of any sum previously withheld from the Contractor shall relieve the Contractor of responsibility for its warranty and guarantee hereunder or for faulty materials or workmanship, and, unless otherwise agreed, it unconditionally agrees to remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of one (1) year from the date set forth in the Letter of Acceptance of his work. The Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to the Owner, without expense to the Owner, within ten (10) days after written notification by the Owner of such defect. If said repairs or replacements or
mutually satisfactory arrangements have not been made within ten (10) days, the Owner shall make said repairs or replacements and charge the cost to the Contractor.

The Owner, the Architect, and the Contractor together shall make at least one (1) complete inspection of the Work after the Work has been accepted by the Architect and the Owner. Such inspection shall be made approximately eleven (11) months after the acceptance of the Work. The Architect shall make a written report of the inspection, certified as to contents and date of inspection, and forward the report by mail to the Owner and the Contractor within seven (7) days after completion of the inspections. The Contractor shall immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report and shall promptly complete all such remedial work in a satisfactory manner.

If the Contractor fails to promptly correct deficiencies and defects shown by the report within ten (10) days after notice thereof, the Owner may do so. The Owner shall be entitled to collect from the Contractor all costs and expenses incurred in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects. The guarantee and warranties of the Contractor provided for herein are in addition to and not in lieu of any other remedies available to the Owner.

**GC - 56.00 SOIL TEST REPORT**

The Owner has arranged for a separate consultant to conduct field and laboratory soil investigations on the site and to prepare a report of the findings. Such reports, as appropriate, are included as an attachment to the specification. Such data is offered solely for reference and is not to be considered a part of the Contract Documents. The data contained in any such document prepared for the Owner by a separate consultant is believed to be reliable; however, the Owner and Architect do not guarantee its accuracy or completeness. All applicable subcontractors shall be fully familiar with the contents of such reports, if prepared, and shall consider and evaluate them in the performance of their contracts.

**GC - 57.00 EXPEDITING MATERIALS**

The Contractor shall exercise due diligence in seeing that all equipment, materials, and supplies are ordered and delivered well in advance of the time they are needed on the job; and it shall properly store and protect same at his expense and in accordance with these General Conditions, either at the site or elsewhere as approved by the Architect. It shall, when requested, submit to the Architect evidence that such orders have been placed and/or received.

**GC - 58.00 MISCELLANEOUS KEYS, SWITCHES, ETC.**

Except as otherwise specifically required by the Technical Specifications at the completion of the Project, all loose keys for hose bibs, adjustment keys and wrenches for door closers and panic hardware, keys for electric switches, electrical panels, and all other equipment shall be identified and accounted for and turned over to the Architect for transmittal to the Owner.

**GC - 59.00 ELECTRONIC COMMUNICATIONS**

If required by the Contract Documents, the Contractor shall use the Internet based Project Management system for communications and tracking of the Project. The system shall be used to keep comprehensive account of Project activities, conditions and issues including, but not necessarily limited to, general correspondence, reports, drawings, drawing submittals and drawing schedules, submittals, shop drawings, payment requests, transmittals, change request, and authorization, meeting minutes, confirmation of oral instruction, notice of non-conforming work, press photographs, call-back requests, and other documentation as may be specified by the Owner. The Contractor shall
have access to the program established at their main office as well as the Project site. There is no fee associated with the use of the Internet based Project Management System.

Acknowledgment & Certification

______________________________

(“Company”) is providing services to the Des Moines Independent Community School District (“District”) as a Contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a Contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a Contractor or volunteer at the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

The Company further certifies that the Company has completed a satisfactory background check on the Company’s employees. The Company hereby agrees to provide the District with the Company’s background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District’s background check.

The District reserves the right, but does not have the obligation to, audit the Company’s background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Signed: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________
CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _______, 2020 by and between DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT (hereinafter designated as the “Owner”), and _____________________________ (hereinafter designated as the “Contractor”), in connection with the construction of ____________ complete with all work appurtenant thereto.

In consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties agree as follows:

CA - 1.00 SCOPE OF THE WORK

The Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation and other construction accessories, services and facilities specified or required to be incorporated in and form a permanent part of the completed work. In addition, the contractor shall provide and perform all necessary labor in a good, firm, substantial workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions and conditions of the Contract Documents as defined in the attached General Conditions. Said documents form the contract and are as fully a part thereof as if repeated verbatim herein. The Contractor shall perform, execute, construct and complete all things mentioned as to be done by the him in the Contract Documents, the Owner's official award of this contract to the Contractor being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

CA - 2.00 THE CONTRACT DOCUMENTS

The Contract Documents shall consist of this written Agreement, which shall incorporate by this reference all of the instruments set out in Article 1 of the General Conditions as fully as if they were set out in this Agreement in full. All of the said documents and instruments are incorporated into this Agreement by the signature of the parties hereto.

CA - 3.00 TIME OF COMPLETION

The Contractor agrees to commence work under this Agreement by no later than ________ and to substantially complete all work by no later than _________.

CA - 4.00 LIQUIDATED DAMAGES

The Contractor understands and agrees that the completion of the entire project within the time provided is an essential feature of this Agreement. The Owner will sustain substantial damages, the amount of which is not possible to accurately determine at this time, if the work is not so completed.

The Contractor, therefore, agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to insure the completion of the work within the prescribed time. The Contractor further agrees that should he fail to finally and fully complete the work within the time stipulated, the Owner shall be entitled to collect liquidated damages for the cost of delay, in accordance with the General Conditions of the Contract and as defined in the Contract Documents.

CA - 5.00 CONTRACT SUM

The Owner shall pay to the Contractor for performance of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefor the lump sum of:

See Attachment “A”

subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents.
**ACCEPTANCE AND FINAL PAYMENT**

A.) Early Release of Retained Funds - Upon Substantial Completion the Contractor may apply for a partial or full release of retained funds. The Contractor, the Architect, and the Owner shall inspect the work covered by the portion of funds requested. When the work is found to be acceptable under the Agreement, including the satisfactory completion of all items covered by the request, the Architect shall promptly certify such to the Owner, over his own signature. The certification shall state that that portion of work provided for in this Agreement has been completed in accordance with the Contract Documents and is accepted by the Architect under the terms and conditions therefor. The Owner shall have the right to withhold 1) an amount equal to 200% of the value of labor and materials yet to be provided on the project as determined by the Owner and its authorized representative and 2) an amount equal to 200% of the value of any Chapter 573 claims currently on file at the time the request for release of retained funds is approved. The balance found to be due the Contractor, and noted in said certificate, shall be due and payable. Approval of the retained balance will be made by resolution of the Owner’ Board of Directors within thirty (30) days, unless otherwise agreed to by the parties.

B.) Final Payment of Retained Funds - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Contractor, the Architect, and the Owner shall inspect the work. When the work is found to be acceptable under the Agreement, and the Agreement fully performed, including the satisfactory completion of all punch list items, the Architect shall promptly certify such to the Owner, over his own signature. The certification shall state that the work provided for in this Agreement has been completed in accordance with the Contract Documents and is accepted by the Architect under the terms and conditions therefor. The entire balance found to be due the Contractor, and noted in said final certificate, shall be due and payable. Before issuance of the Owner's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been or will promptly be paid.

**REPRESENTATIONS**

The Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

**ASSIGNMENT**

The Contractor shall not assign all of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this Agreement.

**PARTIAL INVALIDITY**

If any provisions of this Agreement are in violation of any statute or rule of law of the State of Iowa, then such provisions shall be deemed null and void to the extent that they may be in violation of law without invalidating the remaining provisions hereof.

**WAIVER**

No waiver of any breach of any one of the agreements, terms conditions or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute, or be construed as a waiver of the Owner’s rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Contractor to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.
The within Agreement, together with the Contract Documents as defined in Article 2.00 herein, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto.

This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Polk County, State of Iowa. This transaction shall be governed by the laws of the state of Iowa.

In the event it becomes necessary for either party to enforce any provisions or breach of this Agreement by commencing litigation, the prevailing party in such action shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys’ fees and costs.

All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing. They shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner: Bill Good, Chief Operating Officer
If to Contractor, then to the individual at the address set forth in the signature block below.

Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

The Contractor shall furnish both a performance bond and a payment bond and shall pay the premium thereon. The performance bond shall guarantee the full performance of the contract.

The OWNER will designate a District representative who will be its authorized representative with the CONTRACTOR under this AGREEMENT.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written, and shall extend to and bind the parties, their successors, assigns and personal representatives.

DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT

By: ____________________________________________  ATTEST: _______________________________
  President, Board of Directors  Secretary, Board of Directors

______________________________________________  Contractor Firm & Address:
  Contractor Signature

______________________________________________

______________________________________________
Attachment “A” to Document 00510

Construction Agreement
Des Moines Independent Community School District
(Project Name)

RE: Award of Bid No.

As recorded in the meeting minutes of the Board of Directors held on ____________, the following is a description of the base bid and alternates proposed by ________________ and accepted by the Board of Directors:

Base Bid:

(Contractor Name). bid:

Base Bid: $ 

Total Contract Amount: $
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Jester Insurance Services, Inc
303 Watson Powell, Jr. Way
P. O. Box 4779
Des Moines, IA 50305-4779

CONTACT
NAME: 
PHONE: (NDC, No. Ext): 515-243-2707
FAX: (NDC, No. Ext): 515-243-6862
ADDRESS: 

INSURER(S) AFFORDING COVERAGE
INSURER A: Commercial Insurance Company

INSURED
ABC Construction
Anytown, IA

COVERAGEs
CERTIFICATE NUMBER:

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

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</table>

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

Includes Des Moines Independent Community School District as additional insured on all liability policies (except Employers Liability)

Governmental Immunities endorsement shown in art. 25.8 of Specs. is attached

CERTIFICATE HOLDER
Des Moines Independent Community School District
2323 Grand Avenue
Des Moines, IA 50312

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LABOR AND MATERIAL PAYMENT BOND
Bond No. _____________

KNOW ALL MEN BY THESE PRESENTS that ________________________________
___________________________________________________as Principal (the “Principal”), and
____________________
_________________________________________________________, a corporation
organized and existing under the laws of the State of _________________, and authorized to transact business
in the State of Iowa, as Surety (the “Surety”), jointly and severally bind themselves, their heirs, personal
representatives, successors, and assigns, to the DES MOINES INDEPENDENT COMMUNITY SCHOOL
DISTRICT, 2100 Fleur Drive, Des Moines, Iowa 50321, as Obligee (the “Owner”), for the use and benefit of
it and the claimants as defined below, in the principal amount of
___________________________________________________________ ($____________________) as
adjusted by approved change orders (not to exceed 10 percent of the principal amount of this Bond unless
expressly approved by the Surety, which approval shall not be unreasonably withheld) and interest as provided
by law, for the payment of all amounts which become due under the Contract described below.

The Principal and the Owner have entered into a written Construction Agreement dated
_________ ____________________, 20__, together with related “Contract Documents” as defined therein
(all of which are collectively referred to as the “Contract” and incorporated herein by this reference), for the
following Project:
____________________________________________________________________________
____________________________________________________________________________

The condition of this obligation is such that, if the Principal shall at all times promptly make payment
of all amounts, claims, or demands lawfully due to all persons, firms, associations, or corporations supplying
or furnishing to the Principal or its subcontractors labor or materials, supplies, or equipment which are used,
provided, or performed in the prosecution of the work provided for in the Contract and any and all duly
authorized modifications of the Contract that may hereafter be made, then this obligation shall be null and
void; otherwise, the Surety shall pay the full value of all such claims or demands and shall indemnify and hold
the Owner harmless from all payments which the Owner may be required to make under the Contract or
applicable law in excess of the amount of this obligation, together with interest as provided by law, as well as attorneys’ fees and costs incurred by the Owner in the resolution of any
claim. All such subcontractors, laborers, and materialmen shall have rights under the within Bond as are set
forth in the statutes and laws of the State of Iowa.

Further, each and every claimant, who institutes a lawsuit for compensation or payment under the
terms payment under the terms hereof, as part of any court award, shall be entitled to reasonable attorneys’
fees and costs.

March 16, 2001
The undersigned Surety for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract or work to be performed thereunder, or of the specifications, or of the Contract Documents, shall in any way affect its obligation on this Bond and the Surety hereby waives notice of any such extension of time, change, addition, or modification.

Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the addresses set forth herein.

IN WITNESS WHEREOF, said Principal and Surety have executed this Bond, this _______ day of ________________, 20______.

ATTEST:

Principal

By: ______________________________________
Address: ______________________________________
(SEAL)

ATTEST:

(Surety)

By: ______________________________________
Address: ______________________________________
(SEAL)

Claims Telephone Number: _____________________
Claims Fax Number: _________________________

The fully executed Bond form must be accompanied by a current Power of Attorney.

END OF DOCUMENT
KNOW ALL MEN BY THESE PRESENTS

That ____________________________________________, as Principal (the “Principal”), and ____________________________________________, a corporation organized and existing under the laws of the State of ____________, and authorized to transact business in the State of Iowa, as Surety (the “Surety”), jointly and severally, bind themselves, their heirs, personal representatives, successors, and assigns to the DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT, 2100 Fleur Drive, Des Moines, Iowa 50321, as Obligee (the “Owner”), in the principal amount of ______________ ($____________) as adjusted by approved change orders (not to exceed 10 percent of the principal amount of this Bond unless expressly approved by the Surety, which approval shall not be unreasonably withheld) and interest as provided by law (collectively referred to herein as the “Penal Sum”), for the performance of the Construction Agreement between the Principal and the Owner, dated ______________, 201__, for the following (Project):

____________________________________________________________________________

____________________________________________________________________________

together with the obligations of the Contract Documents, as defined in the Construction Agreement, all of which documents are collectively referred to herein as the “Contract” and are incorporated by this reference.

The condition of this obligation is such that, if the Principal shall at all times duly, promptly, and properly perform all the terms and conditions of the Contract and any authorized modifications thereof during the original term of the Contract, any extensions thereof that may be granted by the Owner, and during the term of any guarantee or warranty required under the Contract, the Principal and Surety shall have no obligation under this Bond, otherwise it shall remain in full force and effect.

The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms of the Contract or work to be performed thereunder, or any other forbearance on the part of either the Owner or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration, or forbearance.

Whenever the Owner terminates the Contract in accordance with the terms thereof, the Surety shall, within fifteen (15) calendar days after written notice of such termination, notify the Owner in writing of its election to complete the Contract in accordance with its terms, or notify the Owner that the Surety elects not to complete the Contract. If the Surety fails to give the written notice so required within such fifteen (15) calendar day period, then it will be deemed to have elected not to complete the Contract. Should the Surety elect to complete the Contract, then it shall, within fifteen (15) additional calendar days following written notice of such election, obtain a contractor, subject to approval by the Owner in writing, to complete the original Contract in accordance with its terms and conditions and thereafter proceed with the work with due diligence and make
available as the work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The Surety may not engage the Principal to complete the Contract, without the prior written consent of the Owner, which consent may be withheld in the Owner's sole discretion. If the Surety elects to complete the Contract, then it shall be entitled to receive the balance of the Contract price, less (i) any amounts paid by the Owner to the Principal; (ii) costs incurred by the Owner in correcting any defective work; (iii) any additional legal, design professional, and other costs incurred by the Owner resulting from the Principal's default; and (iv) liquidated damages caused by delayed performance or nonperformance of the Principal. Any progress payments, less retainage, due but not paid at the date of termination shall be paid to the Surety so long as the Surety has agreed to indemnify the Owner for the amount thereof and no other claims have been made to such funds by subcontractors or suppliers in accordance with the Contract or applicable law.

In the event the Surety elects not to complete the Contract, the Owner may then have the work completed by such means and in such manner, by contract with or without public bidding, or otherwise, as it may deem advisable. The Surety in such event shall at all times make available, as work progresses under the Contract between the Owner and its new contractor, sufficient funds, not to exceed the Penal Sum, to pay the cost of the completion of the Contract pursuant to its terms, together with the other amounts set forth in (i) through (iv) above, but in no event shall the Surety be responsible for the payment of any sums to the Owner until the Owner has paid in full its total obligation under the terms of the original Contract, plus change orders, less deductions and claims chargeable by law or by the Contract, if any, and less the retainage which will be disbursed as provided by the Contract Documents and applicable law.

The procedures set forth herein shall apply should there be a default and termination or a succession of defaults and terminations in fulfilling the terms and conditions of the work under the original Contract.

In the event there are negotiations between the Principal and/or the Surety and the Owner subsequent to the date of termination, each party shall appoint an authorized representative with authority to represent it during the negotiations. All written communications and official discussions between the parties shall be conducted by these authorized representatives. Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the addresses set forth herein.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is located and shall be instituted before the expiration of three (3) years from the date on which final payment under the contract is made; provided, however, that this period may be extended by one (1) additional year by the Owner's giving written notice to the Surety within the three (3) year period of a potential claim. Any judgment recovered hereunder by the Owner shall include interest at the legal rate, together with reasonable attorneys' fees and costs.
No right action shall accrue under this Bond to or for the use of any person or entity other than the Owner or its successors and assigns.

IN WITNESS WHEREOF, the Principal and Surety have signed this Performance Bond as of the __________ day of ________________, 20__.  

ATTEST:

Principal

By: ________________________________
Address: __________________________
(SEAL)

ATTEST:

(Surety)

By: ________________________________
Address: __________________________
(SEAL)

Claims Telephone Number: ______________
Claims Fax Number: ______________

The fully executed bond form must be accompanied by a current Power of Attorney.

END OF DOCUMENT