PROJECT MANUAL
FOR
DES MOINES PUBLIC SCHOOLS
GOODRELL MIDDLE SCHOOL
EXTERIOR RESTORATION PROJECT
3300 E. 29TH STREET
DES MOINES, IOWA 50317

BID # B8692

Owner
Des Moines Independent Community School District
2100 Fleur Drive
Des Moines, Iowa 50321

ARCHITECT
Angelo Architectural Associates, LLC
12314 Ridgeview Drive
Urbandale, Iowa 50323
Ph. 515-250-6950
E-mail: mthiessena1@mchsi.com
Angelo Job No. 2106
November 18, 2021
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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, 1917 Dean Avenue, Des Moines, Iowa 50316 until three o’clock p.m. on the 16th day of December 2021, for the construction/repair and/or installation of the following improvement(s):

**Bid No. B8692 DMPS Goodrell Middle School** – Exterior Restoration Project

Commencing November 18, 2021 copies of the plans and specifications for the Project are on file with and available from Beeline and Blue 2507 Ingersoll Avenue, Des Moines, Iowa 50312. 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 facility management office 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, cashiers 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.

A **Mandatory** Pre-Bid Meeting will be held for all bidders at **12:30 p.m., December 1, 2021** at the address listed below. All bidders shall meet at the DMPS Goodrell Middle School, in the East Main Entry, 3300 E. 29th Street, Des Moines, Iowa. If any contractor shall have difficulty finding the Pre-Bid Meeting location, please call the Architect on his cell phone (515) 250-6950. **Note: Mandatory Pre-Bid attendance is required by the Owner for all Contractors desiring to submit a bid for this project, by having a company representative attend this Pre-Bid Meeting. If any Contractor desiring to submit a bid and cannot attend the scheduled Pre-Bid meeting, they may call the Owner at 515-204-8764 and speak with Dave Breese about scheduling another time prior to the December 1, 2021 Pre-Bid meeting. No additional Pre-bid meetings will be scheduled after December 1, 2020.**

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 Board of Directors of the Des Moines Independent Community School District upon the proposals received in accordance with the law and the plans and specifications at its meeting to be held at 6:00 p.m. on **February 1, 2022** in the District Board Room at 1800 Grand Avenue Des Moines Iowa or at any other published and/or posted location of the Board meeting.

The Board of Directors 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.
PART 1 - GENERAL

Des Moines Independent Community School District, State of Iowa, hereinafter called the “Owner,” has advertised for bids to be submitted for the construction work specified in the advertisement. Proposals to be entitled to consideration shall be in accordance with the following:

1.1 DEFINITIONS

A. Bids are sums stipulated in Proposals for which Bidders propose to perform the Work.

B. Unit Prices are sums included in Proposals as Bids per unit measure of materials and/or services, as required in the Bidding Documents.

C. Proposals are complete, properly executed forms including all information requested by the Owner.

D. Bidders are qualified contractors who submit Proposals to the Owner for Work as Prime Contractors on the Project.

E. Alternate Prices are lump sum prices included in the Proposals for labor, materials and/or services that are not included in the base bid.

1.2 EXAMINATION OF SITE and DOCUMENTS

Each Bidder shall visit the site of the proposed work and shall completely inform himself relative to construction hazards, procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. All visits to the site shall be coordinated through the Owner’s Representative. Such considerations shall include, without limitations, the arrangement and condition of existing structures and facilities; the procedure necessary for maintenance of uninterrupted, safe operation, use and occupancy of existing facilities; the availability and cost of labor; and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. Each bidder shall so fully examine the plans and specifications and acquaint himself with their requirements and with the conditions surrounding the construction on the site that he shall be fully familiar with and informed of all facilities, difficulties, and problems associated with or which might be incurred in the prosecution of the work. In case of disagreement between drawings and specifications or within either document itself, the better quality or greater quantity of work shall be figured in the bid (see GC. 6.04). It shall be the responsibility of the Bidder to direct the attention of the Architect and Owner in writing and at least seventy-two (72) hours prior to the time set for the opening of the bids, any seeming inconsistencies, ambiguous requirements, omissions, or any other matter which seems to require explanation, and to request clarification. The submission of a bid shall be taken as prima facie evidence of compliance with this requirement and as an acknowledgment that the Bidder has received all the required documents and has visited the site. There will be no subsequent financial adjustment for lack of such prior information.

1.3. INTERPRETATION

No oral interpretations will be made by anyone to any Bidder as to the true meaning or requirements of any part of the drawings, specifications or other proposed Contract Documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Owner’s Representative not later than seven (7) calendar days before the date fixed for opening of bids. The person submitting the request shall be responsible for its prompt delivery. Every interpretation made to a Bidder will be in the form of an addendum to the Contract Documents, which, if issued, will be sent as promptly as is practicable to all persons to whom the drawings, specifications, and other proposed Contract Documents
have been issued. All such addenda shall become part of the Contract Documents and their receipt shall be acknowledged in the Bid Proposal. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.4 PROPOSAL FORMS

Proposal forms included in the specification may be copied and used for submitting proposals. Proposals shall be made upon the forms provided therefore. Refer to Document 00311 Proposal Form Instructions, and Document 00311 Proposal Form. Any Proposal NOT submitted on required forms may be rejected.

Attention is directed to the fact that the Contract Documents contain one complete set of bidding and contract forms; these are sample forms included for the information of Bidders. They are not to be detached from the Contract Documents, filled out or executed.

Special attention is directed to the Form of Bid Bond (Document 00410) included in the bidding documents. Additional copies of this form may be secured from the Owner’s Representative, but the use of this particular form is not mandatory. Any similar standard form of a recognized responsible surety which contains the same stipulations and guarantees, the same execution of the contract and indemnification of the Owner in case of default, will be acceptable.

1.5 PREPARATION OF PROPOSAL FORMS

All proposal forms must be prepared in single copy and in conformity with and be based upon and submitted subject to all requirements of the Contract Documents. They must be fully completed with all blanks appropriately filled in. Each bid shall be legibly written or printed in ink on the separate form provided. No alterations in bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, the Owner may require the Bidder to identify any alteration so initialed. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid has been submitted.

It will be the Bidder’s responsibility to secure any and all addenda from the Architect. The Bidder will be required to acknowledge receipt of all addenda. Owner reserves the right to reject any bid which is received which has not been based upon all addenda issued by the Architect.

No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

The Bidder is required to bid on all alternates and complete all blanks on the bid form. If alternates are called for on a type or method of construction as to which the Bidder does not desire to bid, the Bidder shall insert the words “NO BID.” In case the Bidder desires to bid on an alternate, it shall set forth in the space provided therefore, the amount to be added or deducted from the base bid or in the event that the Bidder does not desire to make a change from the base bid, it shall so indicate by using the words “NO CHANGE.” In the selection of alternates, the Owner reserves the right to select or reject any or all alternates in the proposal if, in the judgment of the Board of Directors, or its designees, the best interest of the School District will be so served.

1.6 BID PERFORMANCE GUARANTIES

Bid security (single copy) in the form of a certified or cashier’s check, certified share draft, money or surety bond in the amount of at least five (5%) percent of the bid price, payable without condition or qualification to Des Moines Independent Community School District, shall accompany each bid in the OUTER envelope, as evidence of good faith and as a guarantee that if awarded the contract, the Bidder
will execute the Contract and give bond as required. The Bidder assumes all responsibility for furnishing acceptable bid security.

Bid security in the form of a bond (see Document 00410) will be accepted only if from a regularly established firm licensed to write such surety in the State of Iowa.

The bid security of each unsuccessful Bidder will be returned when the Construction Agreement is fully executed. The bid security will be voided but retained by the Owner, if, after the Notice of Contract Award, the Bidder shall enter into a Contract and file a satisfactory performance bond, labor and material payment bond, and certificates of required insurance, all within ten (10) calendar days after the date such notice is given by the Owner. The bid security of the second and third lowest responsible Bidders may be retained for not to exceed forty-five (45) days after opening, pending the execution of the Construction Agreement and submission of bond by the successful Bidder.

This bid security may be retained by the Owner as liquidated damages, if the bid is accepted and a contract thereon is awarded but the successful Bidder fails to enter into a contract in the form prescribed with legally responsible sureties, within ten (10) calendar days after date of Notice of Contract Award is given by the Owner.

The Owner shall require the Bidder to whom a Contract is awarded to furnish to the Owner both Performance and Labor and Material Payment bonds in the amount of one hundred (100%) percent of the Contract price, covering the faithful performance of the Contract and the payment of all obligations arising thereunder, and the Bidder will further provide warranties as required by the specifications or General Conditions.

The bonds shall be executed on the forms included with the Contract Documents (forms shall not be removed from the Contract Documents; Bidders may use copies of the bond forms included in the specifications). Accompanying each bond form shall be a “Power of Attorney” authorizing the attorney in fact to bind the surety company and certified to include the date of the bond.

### 1.7 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 signed List of Subcontractors and Suppliers of Labor and Material on the form provided in Section 00100 Instructions to Bidders. 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.

### 1.8 BACKGROUND INFORMATION

The lowest bidder for each contract shall, within twenty-four (24) hours following the bid opening, provide the Owner with the Background Information included in Section 00100 Instructions to Bidders. The Contractor must complete and fully disclose all information requested in the Background Information. Failure to submit the Background Information may preclude the bid from further consideration by the Owner.
The Owner may make such investigations as deemed necessary to determine the ability and qualification of the Bidder. Bidders shall submit within twenty-four (24) hours, if requested by the Owner, such evidence of the Bidder’s competency and practical knowledge to do the particular work covered by his proposal and of the Bidder's financial responsibility, resources, experience, organization and equipment to complete the proposed work. Failure to comply with this requirement may result in the rejection of consideration of such bid.

In determining the Bidder’s qualifications, the following factors, among others, will be considered: work previously completed by the Bidder; the qualifications of the proposed subcontractors for their work; Bidder references; and whether the Bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) has adequate, competent, experienced staff and supervisors who will be committed to the work until completion.

Each Bidder may be required to show that he has handled former work and that no just claims have been prosecuted or are pending against such work. No bid will be accepted from a Bidder who is engaged on any work which would impair his ability to perform or finance this work or other work in progress.

The Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the contract. Conditional bids will not be accepted.

1.9 PERMITS AND FEES

The School District shall secure and pay for the general building permit. Trade contractors will be responsible to obtain and pay for their specialty permits. The Owner is exempt from paying certain fees and it will be the contractor’s responsibility to acquaint himself with the laws and regulations governing said fees. Attention is directed to the requirements of the General Conditions regarding obtaining permits. The contractor shall obtain and pay for all fees associated with work in the Department of Transportation right of way.

1.10 TAXES

Sales and use taxes shall be excluded from the bid for all items incorporated into the final project. The Owner will provide sales tax exemption certificates as appropriate. See section 00700 General Conditions paragraph 12.04 for additional requirements.

1.11 SIGNATURE OF BIDDERS

Each Bidder shall sign and notarize the bid form, on the last page of the form and the bid bond. If the Bidder is an individual, the Bidder must sign in individual capacity. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president or other person authorized to bind the corporation and attested to by the secretary with corporate seal (if available). Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his signature the word “president,” “secretary,” “agent,” or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, evidence of the authority of the person signing shall be furnished.
1.12 SUBMISSION OF BIDS

Bid Documents shall be enclosed in two envelopes (OUTER and INNER), each of which shall be sealed and clearly labeled “BID DOCUMENTS” and identified with the description of the work to which the proposal applies; the name of the project; the name and address of the Bidder; and the time of opening bids; all in prominent lettering so as to guard against opening prior to the stipulated time. The INNER envelope shall include the form of proposal (Document 00311) and shall be marked “BID ENCLOSED”. The “OUTER envelope” shall include the Bid Bond (Document 00410), along with the INNER envelope. If the OUTER envelope does NOT include the required document, the INNER “BID ENCLOSED” envelope will NOT be opened. No responsibility shall attach to any employee of the Owner for the premature opening of any bid not prominently identified. The Bidder shall be responsible for placing his firm name and the name and number, if applicable, of the project and the time of the bidding on the outside of such bid envelope.

The Bid Documents shall be submitted at the time and location as noted in the Invitation to Bid. Bids received after the specified time of closing will be returned unopened.

1.13 WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid if written request for withdrawal signed in the same manner and by the same person who signed the Bid Form is received by the individual of the School District requesting the bids prior to the time established for the opening of the bids.

No Bidder may withdraw his bid for forty-five (45) days after the scheduled time set for the opening thereof, or before award of the Contract, unless said award is delayed for a period exceeding forty-five (45) calendar days.

1.14 MODIFICATIONS

No oral, telephonic, or telegraphic modifications will be considered.

1.15 ACCEPTANCE OF BIDS

The Owner reserves the right to accept the bid which in its judgment is the most responsive responsible and best bid or to reject any and all bids and alternatives and to waive or disregard irregularities or informalities in any bid as it may deem to be in the best interest of the School District. The Board of Directors or its designees may consider as irregular any bid on which there is an alteration of, or departure from, the bid form. All proposals received after the specified time of closing shall be returned unopened.

Final determination of compliance with specifications will rest with the Owner.

1.16 APPLICABLE LAWS AND REGULATIONS

Each Bidder shall familiarize himself with all state and local laws, codes, ordinances, and regulations which might in any manner affect the work to be done; the materials to be supplied; the taxes, permits and fees to be paid; or the labor to be employed in and about the work. Any claim of misunderstanding or ignorance on the part of any successful Bidder will not in any way excuse such Bidder from the necessity of full compliance with every such law, code, ordinance, or regulation. All state laws, codes and regulations and local ordinances, which are applicable, shall be complied with including but not limited to those specified in these documents.
1.17 INSURANCE
Throughout the life of the contract, the Contractor will be required to carry the types and amounts of insurance named in the General Conditions.

1.18 CONTRACTOR’S LICENSE
Any successful Bidder may be required by the Owner to obtain the necessary and applicable Contractor’s License from all appropriate governmental authorities and if required, shall not allow any subcontractor to commence work on his subcontract until all similar provisions required of the subcontractor have been obtained and approved.

1.19 POST-BID INTERVIEWS
Bidders in contention for contract awards may be asked to attend Post-Bid Interviews, submit Post-Bid Submittals in rough draft for review. (See Document 00500.)
BACKGROUND INFORMATION

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information.

1. When Organized _______________________________________

2. If Corporation, Where Incorporated _______________________________________

3. How many years have you been engaged in the contracting business under your present firm or trade name? _______________________________________

4. List all of the surety/bonding companies you have utilized in the last five (5) years __________

5. Have you ever been declared in default under a performance bond in the last five (5) years? ___________ If so, describe the circumstances and which surety/bonding company was involved. Include the name and contact person of the owner(s). __________________________

6. Have you ever been previously found to be a non-responsive or non-responsible bidder under Iowa Code Chapter 26, Iowa Code Section 73A or other applicable law or governing authority? ___________ If yes, please describe the circumstances __________________________

7. List all the projects over one million dollars ($1,000,000) you are currently under contract for, including the contract value, the scheduled completion date, contact person and phone number. Also list any experience in school construction similar to this project of any value.

________________________________________

________________________________________

________________________________________

8. Are you currently being investigated for or previously been found to have violated in the last five years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner’s Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a ‘willful’ violation of the Iowa or Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Iowa Hazardous Chemical Risks Act, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, The Drug-Free Workplace Act, The Employee Retirement Insurance Security Act, The Fair Labor Standards Act) Yes _________ No _________ If yes, please explain: ______________________________________

9. Do you currently have any legal action pending which could impact your ability to perform this Project? 
   ________________ If yes, please explain: ________________

No actions will be made on the basis of answers to the above questions without an inquiry and an opportunity to be heard regarding the circumstances of the matters reported.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any credit history and financial condition or other information required by the District in verification of the recitals comprising this statement of Background Information. The undersigned further authorizes the District to conduct any and all necessary investigations of the undersigned’s federal and state Occupational Safety and Health Act (OSHA) Compliance, including access to State and Federal records.

I hereby certify that the above information is true and correct to the best of my knowledge and that the District may rely on the information provided.

**THIS STATEMENT MUST BE NOTARIZED.**

NAME OF CONTRACTOR: ________________________________

BY: ________________________________________________
    Signature                                           Title

________________________________________
    Type/Print Name                                    Date

STATE OF IOWA, _____________ COUNTY, ss:
Subscribed and sworn to before me by the said ___________________________ on this ___ day of ___
__________________________, 20__.

________________________________________
Notary Public in and for the State of Iowa
LIST OF SUBCONTRACTORS AND SUPPLIERS OF LABOR AND MATERIAL

PROJECT: ____________________________

Pursuant to the provisions set forth in the Instructions to Bidders, The General Conditions, and the Proposal Form, the above-named contractor hereby designates below the names and locations of the place of business of each subcontractor. District may request subcontractor license number.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR</th>
<th>BUSINESS ADDRESS</th>
<th>WORK TO BE DONE</th>
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Comments: ____________________________________________________________

END OF DOCUMENT 00100
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.

PROJECT MILESTONES

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<tbody>
<tr>
<td>A</td>
<td>Project Release:</td>
<td>November 18, 2021</td>
</tr>
<tr>
<td>B</td>
<td>Mandatory Pre-bid Meeting:</td>
<td>December 1, 2021 @ 12:30 p.m.</td>
</tr>
<tr>
<td>C</td>
<td>Bids Due:</td>
<td>December 16, 2021 @ 3:00 p.m.</td>
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<tr>
<td>D</td>
<td>Notice of Award:</td>
<td>February 1, 2022</td>
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<tr>
<td>E</td>
<td>Submit Bonds &amp; Insurance</td>
<td>February 16, 2022</td>
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<tr>
<td>F</td>
<td>Project Commencement:</td>
<td>April 1 – 15, 2022</td>
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<tr>
<td>G</td>
<td>Substantial Completion:</td>
<td>August 5, 2022</td>
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</table>
H. Final Completion: August 12, 2022

I. Final Project Closet Documentation: September 16, 2022

J. Definitions:

1. 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.

2. 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.

3. 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.

1. 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.

1.6 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:

- Goodrell Middle School will be in summer session during the duration of the project. Contractor work during school days / school activities shall not restrict full use of the parking lots and building by the school students, staff and visitors.
- Work can be done on all days.
- All hauling of equipment and materials in/out and debris removal must insure the safety of the students, staff and visitors. Station personnel at areas of conflict when material or equipment is transferred in and out.
- The contractor may utilize the school parking lot during the summer break.
- 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 repairs to the system affected. Systems to maintain include in part: heating and ventilating, plumbing, electrical, temperature controls, fire alarm, security, intercoms, data / communications, and clock systems.
- Temporary security barriers and interior construction barriers shall be installed to separate the school and public from the work areas when rooms with work cannot be secured. All partitions shall be constructed per Section 01500 and shall be from floor to structure above. Maintain and remove the partitions when no longer required. Patch adjacent surfaces as 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.
- Close Out: Completion of Closeout Documents and punch list. – August 5, 2022 – August 12, 2022. All punch list work shall occur after school hours done after August 12, 2022.
- Noisy work such as cutting new control joints and saw-cutting and removing cracked or spalled brick must be done before or after school hours or on weekends prior to June 1st or until last day of spring classes.

END OF DOCUMENT 00210
GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

PART 1 - GENERAL

1.1 INFORMATION AVAILABLE TO BIDDERS

The following reports are available to bidders for information:

A. Abatement report available by request. Abatement will be performed by owner.

B. 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 child occupied facilities as that term is used by the United States Environmental Protection Agency ("EPA") and the Iowa Department of Public Health ("IDPH"). Starting April 2010, federal and state law will require contractors that disturb lead-based paint in homes, child care facilities and schools, built before 1978 to be certified and follow specific practices to prevent lead contamination. Further information regarding these requirements is available on the Iowa Department of Public Health website.

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.

1.2 USE OF INFORMATION

A. All these documents made available by the Owner are for information only and are not a warranty of existing conditions.

B. Bidders may purchase a copy at cost of reproduction.

C. The data contained in the above items have been utilized in the preparation of construction documents. The Contractor may rely on the accuracy of the technical data contained in the report, but not upon non-technical data, interpretations or opinions contained therein, or for the completeness thereof for the Contractor's purposes.

D. Except as indicated in the preceding paragraph, Contractor has full responsibility with respect to subsurface conditions at the site.

END OF DOCUMENT 00220
PART 1 - GENERAL

1.1 PROPOSAL FORMS
A. Bidders are required to use the Proposal Form provided in Document 00311 or submit bid on the DMPS electronic portal. Contact Mark Mattiussi, Senior Supply Chain Analyst of DMPS at 515-242-7649 to become registered to submit a bid electronically. Additional proposal forms may be copied from this manual or obtained from the Owner’s Representative.

PART 2 - PROPOSAL FORMAT

2.1 BID PROPOSALS
A. The Proposal consists of all the following required documents:
   1. Proposal Form (Document 00311) Inner Envelope.
B. Bid documents shall be enclosed in two envelopes (OUTER and INNER), each of which shall be sealed and clearly labeled “BID DOCUMENTS” and identified with the name and Bid Number of the project; the name and address of the Bidder; and the time or opening bids. The INNER envelope shall contain the Bid Proposal. The OUTER envelope shall contain the Bid Bond and INNER envelope. If all supporting documents are not included, the inner envelope will not be opened.

   All information shall be in prominent lettering so as to guard against opening prior to the stipulated time. No responsibility shall attach to any employee of the Owner for the premature opening of any bid not prominently identified. The Bidder shall be responsible for placing his firm name and number, if applicable, of the project and the time of the bidding on the outside of such bid envelope.

C. All spaces provided on the Proposal Forms shall be filled in. If any space provided is not utilized by the Bidder, that space shall be filled in with the notation "NA" (Not Applicable).

D. The Proposal Forms shall be typewritten or manually printed in ink.

E. Where indicated, all amounts shall be expressed in words and in figures. In case of discrepancy, the words shall govern.

F. Bidders shall not make unsolicited notations or statements on the Proposal Forms. Alteration of the Proposal Forms is not permitted and may result in the proposal being considered non-responsive.

G. The person who signs the Proposal shall initial all changes to and erasures of the Bidder’s entries on the Proposal Forms.

H. Each Proposal shall include the legal name of the Bidder and a statement regarding whether the Bidder is a sole proprietor, a partnership, a corporation, or other type of legal entity. Proposals submitted by corporations shall have the state of incorporation noted. Any Bid submitted by an agent shall have a current Power of Attorney attached, certifying the agent’s power to bind the Bidder.

PART 3 - COMPLETION OF PROPOSAL FORMS

3.1 PROPOSAL FORM (DOCUMENT 00311)
A. Submit only one Proposal Form. Copies of the Proposal Form may be made.
GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

3.2 TSB (Targeted Small Business Participation) FORM (DOCUMENT 00312)
Indicate participation on bid form. Low bidder to provide participation documents along with 24 HR information.

A. Program Description

1. In accordance with the Code of Iowa, Articles 73.15 through 73.21 and as amended by Sec. 223 of House File 479, the Board of Education of the Des Moines Independent Community School District seeks to provide opportunities for Iowa Targeted Small Businesses in the award of all contracts. The Certified Iowa Targeted Small Business participation target is ten percent (10%) of the base bid.

B. Definitions

1. Targeted Small Business (TSB) means a small business which is fifty-one percent or more owned, operated, and actively managed by one or more women or minority persons. Certified in the above context means the TSB has been certified by the Iowa Department of Inspections and Appeals. A complete listing of all certified TSB’s may be secured from the Iowa Department of Economic Development (515) 242-4700.

2. Small business means any enterprise located in this state which is operated for profit under a single management, and which has an annual gross income of less than three million dollars computed as the average of the three preceding fiscal years.

3. Minority person(s) means an individual who is Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan native.

4. Actively managed means exercising the power to make policy decisions affecting the business.

5. Operated means actively involved in the day-to-day management of the business.

C. Performance and Payment Bond Waiver

1. If Contractor is a TSB, the contractor may be eligible to receive a waiver of the performance and payment bond requirements pursuant to the provisions of the Iowa Satisfaction and Performance Bond Program, Section 12.44 of the Code of Iowa.

2. Certification of eligibility to participate in the Iowa Satisfaction and Performance Bond Program is determined by the Iowa Department of Inspection and Appeals.
D. Documentation

To document that a good faith effort has been made to meet the TSB participation goal, each prime bidder shall submit with their bid an executed copy of this form, completely filled out. Make additional copies of the form as required.

E. Place the Contractor's name at the bottom of each page in the space provided.

F. Date the Form in the spaces provided.

G. Completed TSB form Page 1 must be signed and notarized by the person signing the Proposal Form.

H. Completed TSB forms to be included with the 24 hour information.

3.3 NON-COLLUSION AFFIDAVIT (DOCUMENT 00313)

By signing bid form, bidder acknowledges non-collusion.

A. Submit the Non-Collusion Affidavit on the form provided. Copies may be made.

B. Type or print the signer's name and title in the spaces provided.

C. Place the Contractor's name at the bottom of the page in the space provided.

D. Have the Non-Collusion Affidavit Notarized.

E. Completed Non-Collusion Affidavit to be included by low bidder with the 24 HR. information.

3.4 BIDDERS STATUS FORM (DOCUMENT 00314)

Indicate on bid form, bidders residency status.

A. Submit the fully completed Bidders Status Form on the form provided. Copies may be made.

B. Place the Contractor's name at the bottom of the page in the space provided.

C. Sign and date the Form in the space provided.

D. Completed Bidders Status Form to be included by low bidder along with the 24 HR. information.

3.5 SUBMISSION OF PROPOSALS

A. Bidders shall bear full responsibility for delivering Proposals to the location for receipt of Proposals by the time and date for receipt of Proposals.

B. Owner will not provide telephones for use by Bidders when preparing their bid.

C. Telephone, faxed or oral bids will not be accepted.

3.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A. Any Bidder may withdraw his bid if written request for withdrawal signed in the same manner and by the same person who signed the Bid Form is received by the individual of the School District requesting the bids prior to the time established for the opening of the Bids.

B. No Bidder may withdraw his bid for forty-five (45) days after the scheduled time set for the opening thereof, or before award of the Contract, unless said award is delayed for a period exceeding forty-five (45) calendar days.
C. Proposals that are withdrawn may be resubmitted before the time and date designated for the receipt of Proposals.

D. No oral, telephonic, telegraphic or FAXED modifications will be considered.

END OF DOCUMENT 00310
DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT
GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

PROPOSAL FOR: DMPS - Goodrell Middle School – Exterior Restoration Project
TO: Des Moines Independent Community School District
Operations Center, Purchasing Agent, 1917 Dean Avenue
Des Moines, Iowa 50316

COVERING BID NO: B8692

SUBMITTED BY: ________________________________

Name of Bidder

Members of the Board:

The undersigned has carefully examined the site, the proposed Contract Documents prepared by Studio Melee 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, 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:

______________________________
Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN INNER ENVELOPE
GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

The undersigned proposes to provide and construct the Work required, in accordance with said Contract Documents for **Front East and some North Facades and All Above Roof E.I.F.S. Facades** as shown on Drawings & Specs:

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:**

A. Alternate Bid No 1: State the amount to provide and install materials and labor required to **Restore Most North & All West Exterior Elevations** as shown on the GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT drawings and specifications.

The undersigned proposes to provide and construct the Work required, in accordance with said Contract Documents for the lump sum price

of: ADD ____________________________________________ 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).

B. Alternate Bid No 2: State the amount to provide and install materials and labor required to **Restore South Exterior Elevations** as shown on the GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT drawings and specifications.

The undersigned proposes to provide and construct the Work required, in accordance with said Contract Documents for the lump sum price

of: ADD ____________________________________________ 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).

________________________________
Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN INNER ENVELOPE
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.

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 ____________________, 202__.

____________________________________
Notary Public in and for the State of Iowa

END OF DOCUMENT 00311

_______________________________
Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN INNER ENVELOPE
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>
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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 ____________, 20__.

______________________________
Notary Public in and for the State of _____________

______________________________
Contractor Name

Low bidder to submit form with 24 HR information
Bidders to supply all the following 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)

1. __________________________________________  __________________________________________
   TSB Company Name                         Address
   ______________________________________________________________________________________
   Contact Name                  Date Contacted   Telephone No.
   ______________________________________________________________________________________
   Reason given for declining participation

2. __________________________________________  __________________________________________
   TSB Company Name                         Address
   ______________________________________________________________________________________
   Contact Name                  Date Contacted   Telephone No.
   ______________________________________________________________________________________
   Reason given for declining participation

3. __________________________________________  __________________________________________
   TSB Company Name                         Address
   ______________________________________________________________________________________
   Contact Name                  Date Contacted   Telephone No.
   ______________________________________________________________________________________
   Reason given for declining participation

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
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   )
 ) ss.
County of Polk   )
____________________________ being first duly sworn, deposes and says that he or she

(Name)

is _______________________________ of ________________________________,

>Title) (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 __________________________, 202__.

________________________________________________________

Notary Public in and for the State of __________________________

LOW BIDDER TO SUBMIT FORM WITH 24 HR INFORMATION

__________________________

Contractor Name
Bidder Status Form

To be completed by all bidders

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>My company is authorized to transact business in Iowa.</td>
<td></td>
</tr>
<tr>
<td>My company has an office to transact business in Iowa.</td>
<td></td>
</tr>
<tr>
<td>My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.</td>
<td></td>
</tr>
<tr>
<td>My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

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

| Dates: _____ / _____ / _____ to _____ / _____ / _____ | Address:  |
| City, State, Zip:  |
| Dates: _____ / _____ / _____ to _____ / _____ / _____ | Address:  |
| City, State, Zip:  |
| Dates: _____ / _____ / _____ to _____ / _____ / _____ | Address:  |
| City, State, Zip:  |

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

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?  

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

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.

☐ Yes ☐ No  My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☐ No  My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☐ No  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.

☐ Yes ☐ No  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.

☐ Yes ☐ No  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.

☐ Yes ☐ No  My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☐ No  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.

☐ Yes ☐ No  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.

☐ Yes ☐ No  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.

☐ Yes ☐ No  My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☐ No  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.

Low Bidder to submit form with 24 HR information.

309-6001 (09-15)
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, 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: ________________________________
Draft Policy Regarding Background Checks of Applicants for Employment

The Des Moines Independent Community School District’s primary function is the education and care of the District’s students. The District considers student safety and well-being to be of paramount importance. Because of the requirements of Iowa law, and in order to further these compelling interests, the District’s hiring process includes requests for information regarding an applicant’s past criminal conviction(s). Background checks will be conducted as required by law and District policy/practice. Background checks will not be performed until a recommendation to hire has been made by the hiring team, after the interview process has occurred.

The District is also committed to equity in its entire employment process, including its hiring process. In order to achieve an equitable process with respect to the consideration of criminal convictions, while promoting the compelling interests of student safety and well-being, the District will consider an applicant’s criminal record in light of the following:

1. All applications will be considered on a case-by-case basis. While the District will endeavor to consider each applicant’s individual situation, it will also attempt to achieve equitable results between similarly-situated applicants.

2. Because honesty and candor are essential to the employer-employee relationship, failure of an applicant to disclose past criminal convictions on their application for employment and/or failure to cooperate with requests from the District to provide additional information necessary to the hiring process will generally result in a denial of employment.

3. Where an applicant’s application and/or background check result in a finding that the applicant has one or more criminal convictions, the District will issue a Pre-Adverse Action Notice to the employee, requesting that the employee provide the District with additional information relating to the conviction(s) prior to the District making a decision relating to the applicant’s employment. The applicant's cooperation and candor are important if the applicant fails to provide additional information within the time requested, the District will make a decision based on the information available to it. Applicants should be aware that failure to promptly and voluntarily provide additional information will weigh heavily against hiring that applicant.

4. Once the District has received all available information relating to the applicant’s criminal background, the District will analyze all available information on a case-by-case basis. Factors examined by the District may include, but are not necessarily limited to all considerations that are job-related and consistent with business necessity, including specifically:
   a. The gravity of the offense/conduct,
   b. Whether the individual has a record of multiple convictions or a documented pattern indicating disregard or the law,
   c. Time since the offense(s),
   d. Whether there are any pending charges at the time of application,
   e. Nature of the job sought,
   f. How the offense(s) relates to the job,
   g. The population the applicant may interact with,
   h. Where applicable, evidence of rehabilitation

5. If the District determines not to move forward with employment, the applicant will receive a Final Adverse Action notice.

6. If an application is rejected due to an applicant’s past criminal conviction(s), that employee may be considered for employment no sooner than seven (7) years from the date of the most recent offense. All decisions will be made based on all information available to the
District at the time of the subsequent application.

END OF DOCUMENT 00315
BID BOND

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:

______________________________
(date) Principal
By: _____________________________

______________________________
(date) Surety
By: _____________________________

(Attach Power of Attorney of agent executing Bond)

END OF DOCUMENT 00410

PROPOSAL FORM TO BE SUBMITTED IN OUTER ENVELOPE
1.1 OWNER/CONTRACTOR AGREEMENT

A. The Agreement between the Owner and each Contractor will be written on the Owner's standard Owner/Contractor Agreement Form. A sample of this form appears as Document 00510.

B. The Owner/Contractor Agreement Form will be completed by the Owner and will be sent to the selected Contractor. A minimum of three (3) copies will be prepared for signing.

C. The executed Owner/Contractor Agreement, along with the Contract Documents as defined in Document 00700, will be the entire, integrated Contract between the Owner and each Contractor.

D. Upon receipt of an Owner/Contractor Agreement, the successful Bidder shall review it for completeness and accuracy, execute it, and return it to the Owner.

E. The Owner will execute each Owner/Contractor Agreement after the Bidder and after all required post-bid documents, (see 1.2.C. below), have been submitted.

1.2 NOTICE OF CONTRACT AWARD

A. The Owner shall issue a Notice to Proceed prior to the commencement of work under the Owner/Contractor Agreement.

B. No Contractor shall commence work until all required bonds (Documents 00600, 00610 and 00620) and insurance (Document 00650) have been submitted to and accepted by the Owner.

C. Upon receipt of a Notice to Proceed, and receipt of requisite bid documents, each Contractor shall commence work in accordance with the conditions contained in the Notice to Proceed.

END OF DOCUMENT 00500
CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ______, 202__ 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.

CA - 6.00  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 therefore. 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.

CA - 7.00  REPRESENTATIONS

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

CA - 8.00  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.

CA - 9.00  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.

CA - 10.00  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.

CA - 11.00 ENTIRE 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.

CA - 12.00 COUNTERPARTS

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

CA - 13.00 GOVERNING LAW

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.

CA - 14.00 ATTORNEYS' FEES

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.

CA - 15.00 NOTICES

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.

CA - 16.00 BONDS

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.

CA – 17.00 DESIGNATED REPRESENTATIVE

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)

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:

Alternate

(Contractor Name). bid:

Base Bid: $ 

Total Contract Amount: $
PART 1 - GENERAL

1.1 BONDS

A. The Owner shall require the Bidder to whom a Contract is awarded to furnish both Performance and Labor and Material Payment bonds in the amount of one hundred percent, (100%), of the Contract price. Bonds shall cover the faithful performance of the Contract and the payment of all obligations arising thereunder. The Bidder will further provide warranties as required by the specifications or General Conditions.

B. The bonds shall be executed on the forms included with the Contract Documents (forms shall not be removed from the Contract Documents; Bidders shall obtain original copies of the bond forms from the Owner’s Representative). Accompanying each bond form shall be a “Power of Attorney” authorizing the attorney in fact to bind the surety company and certified to include the date of the bond.

C. Performance Bond shall be in the amount of one hundred percent (100%) of the total amount of work covered by this contract. It shall guarantee the faithful performance of the Contractor or manufacturer; and it shall insure the District during the work required by any Contract and for a period of one (1) year from the date of final acceptance of the work, against faulty or improper materials and/or workmanship that may be discovered during that time. If required, warranties extending beyond one years, such as for roofing, shall be as specified in the individual specification sections.

D. Payment Bond shall be in the amount of one hundred percent (100%) of the total amount of work covered by this contract; and shall be in accordance with the law of the State of Iowa to secure the payment of all claims for labor and materials used or consumed in the performance of this Contract.

E. Payment Bonds and Performance Bonds shall include:

1. Full name and address of Contractor, Surety and Owner
2. The Contract Date
3. The exact amount of the Contract
4. Signature of Contractor
5. Corporate Seal if applicable
6. Notarization of Contractor and Surety
7. Power of Attorney
8. Local contact for Surety, with name, phone number, and address to which legal notices may be sent.

1.2 BOND COSTS IN BIDS

A. Include all costs for Payment Bonds or Performance Bonds in the bid amounts.

END OF DOCUMENT 00600
LABOR AND MATERIAL PAYMENT BOND

Bond No. ______________

(This Bond is issued simultaneously with a Performance Bond in favor of the Owner conditioned on the full and timely performance of the Contract.)

KNOW ALL MEN BY THESE PRESENTS that ______________________ as Principal (the “Principal”), ______________________ 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 ______________________, 202_, 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 Contract price not exceeding 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.

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 ____________________, 202__.

ATTEST:

______________________________
Principal

By:_______________________________________

Address:__________________________________

(SEAL)

______________________________
(Surety)

By:_______________________________________

Address:__________________________________

(SEAL)

______________________________

Claims Telephone Number:___________________

Claims Fax Number:_________________________

The fully executed Bond form must be accompanied by a current Power of Attorney.
KNOW ALL MEN BY THESE PRESENTS That ___________________________________________ as Principal (the “Principal”), and ___________________________________________ as Surety, 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 _________________________________, 202__, for the following (Project):

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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 __________________, 202__.

ATTEST:

Principal

By: _________________________________

Address: _________________________________

(SSeAL)

ATTEST:

(Surety)

By: _________________________________

Address: _________________________________

(SSeAL)

Claims Telephone Number: _________________________________

Claims Fax Number: _________________________________

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

END OF DOCUMENT 00620
PART 1 - GENERAL

1.1 INSURANCE CERTIFICATES
   A. Each Contractor shall provide insurance certificates to the Owner indicating that all required insurance coverage is in force prior to beginning work on the project.
   B. Use a standard Insurance Certificate Form such as the "Acord" Form available from your insurance agent. Also include the Owner, the Architect, and their agents, representatives and employees to be added to the original certificate as additional named insurers.

1.2 CONTRACTOR’S LIABILITY INSURANCE
   A. The Contractor shall purchase and maintain liability insurance to protect the Owner and the Architect, and their agents, representatives and employees 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. The insurance required shall include contractual liability insurance applicable to the Contractor's obligations. Insurance requirements are set forth in the General Conditions, Paragraph GC-25.00.
   B. The insurance required shall be primary and non-contributory to any insurance possessed or procured by the Owner and limits of liability shall be not less than those set forth.
   C. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work.

1.3 PROPERTY INSURANCE
   A. The Owner will provide property insurance for losses and damages in excess of $100,000.00 in accordance with the General Conditions, Paragraph 25.03 of the contract documents. The contractor shall be responsible for and pay all losses and damages under $100,000.00.
   B. The Owner will provide an endorsement listing the Architect as additional insured under all such policies of insurance.

END OF DOCUMENT 00650
GENERAL CONDITIONS OF THE CONTRACT

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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.

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.
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

DOCUMENTS AND COMPLETION DATE

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.
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.
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.

GC - 10.00 EMPLOYEES

10.00A Qualifications. The Contractor and his subcontractors shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any person considered by the Architect, Owner or Owner’s Representative to be unfit or not skilled in the work assigned. The Contractor shall also keep its employees and those of 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 the abuse of 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.
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.
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.

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.
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 that 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.
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.

GC - 18.00 CLAIMS FOR EXTRA COST OR ADDITIONAL TIME

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
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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.

**CORRECTION OF WORK**

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
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
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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.

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,
explorations, 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.

GC - 28.00    RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

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.
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.
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;
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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.
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.

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.
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.
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**

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.
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.

Contractor agrees to indemnify and hold harmless the District and their agents and employees from and against all claims, damages, losses and expenses, including attorneys’ fees, arising out of or resulting from a breach of cybersecurity or other cyber fraud incident affecting Contractor that results in the disclosure of the District’s financial or other confidential information to any unauthorized person or misuse of the District’s financial or other confidential information by any unauthorized person. This specific indemnification by Contractor is in addition to and not in lieu of other remedies which may be available to the District.

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 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
GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

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
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   EXPEDETING 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.
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.
The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

END OF DOCUMENT 00800
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project description.
   2. Work by Owner.
   3. District Furnished Products.
   4. Contractor’s Use of Site and Premises.
   5. Surrounding Site Condition Survey.
   6. Work Sequence.
   7. District Occupancy.

1.2 PROJECT DESCRIPTION

A. Des Moines Public Schools (DMPS) – Goodrell Middle School – 3300 E. 29th Street, Des Moines, Iowa 50317.

B. The project includes an Exterior Restoration of Exterior Building Facades Improvements as reflected in the construction documents.

C. DMPS Goodrell Middle School – Exterior Restoration Project, which includes restoration of exterior brick, limestone and E.I.F.S. wall facades. This work consists of masonry brick and limestone facade tuckpointing and repair of E.I.F.S. exterior facades, mortar joint repairs, pressure wash cleaning of designated brick and limestone façade surfaces of all exterior building surface prior to new restoration work beginning, saw-cutting and removal and of cracked and spalled brick and installation of new brick, patching crack or broken limestone accent panels, new flashing installation, saw-cutting of existing brick façade for new control joint installation in masonry façade, caulking control joints, restoration and painting of existing steel items, fabrication and installation of prefinished metal miscellaneous flashing and other misc. repairs as shown in specification and on drawings with all work appurtenant thereto. Preform all misc. repairs and as shown on drawings and required on specifications.

D. The contractor is to coordinate with the owner the so as not to intake dust and fumes into the existing HVAC system when performing dusty work or adhesives that contain noxious fumes. Contractor is to securely install filter fabric over all HVAC openings and louvers prior to beginning any restoration work.

E. It is suspected that all existing paint on lintels and miscellaneous metal on the project to be prepped and painted, that these surfaces contain lead paint. The contractors shall take the required precautions when working on and prepping these surfaces for new paint and the workers shall be protected from lead materials as required by law.

1.3 WORK BY OWNER

A. Items noted "NIC" (Not in Contract), will be furnished and installed by others separately from the work included in these Bid Packages.

1.4 DISTRICT FURNISHED PRODUCTS

A. Products furnished by the District and installed by the Contractor. Refer to drawings for these items.
B. District's Responsibilities:
   1. Arrange and pay for owner furnished product delivery to site. (Verify for each item)
   2. On delivery, inspect products jointly with Contractor.
   3. Submit claims for transportation damage and replace damaged, defective, or deficient items.
   4. Maintain manufacturer's warranties, inspections and service.
   5. Obtain receipt for materials delivered to Contractor.

C. Contractor's Responsibilities:
   1. Receive and unload products at site; inspect for completeness or damage, jointly with District.
   2. Handle, store, install and finish products.
   3. Repair or replace items damaged after receipt.

1.5 CONTRACTOR USE OF SITE AND PREMISES
   A. Limit use of site and premises to allow:
      1. District use of the existing building during the construction period.
      2. Work by other contractors and work by District.
      3. Safe use of site and premises by public.
      4. Contractor and subcontractor employees’ use of areas outside construction zone is restricted.
   B. Coordinate use of premises under direction of the Owner.
   C. Notify Owner in advance of a shutdown of utilities or work outside designated construction and staging areas. Coordinate such work with Owner. All utility shutdowns shall be approved by the Owner.

1.6 SURROUNDING SITE CONDITION SURVEY
   A. Prior to commencement of work, the Contractor, the Owner and the Architect shall jointly survey the site and existing buildings, paving, plant life, and other items, noting and recording existing damage such as cracks, sags, loose blocks or bricks, unhealthy plant life, and other damage.
   B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement or movement due to demolition and construction operations.
   C. Such damage, as noted, shall be suitably marked on the item, if possible, and the official record of existing damage shall be signed by the parties making the survey.
   D. Cracks, sags, or other damage to the site and adjacent buildings, paving, plant life, and other items not noted in the original survey, but subsequently observed shall be reported immediately to the Owner in writing.

1.7 WORK SEQUENCE
A. Construct work in phases to accommodate District requirements during the construction period. Coordinate construction schedule and operations with the Owner. Sequencing is listed in Section 00210.

B. The Contractor shall provide a safe barrier / fence around On-grade Staging Areas and material storage as required by the Contractors to properly protect all building occupants. Contractor shall coordinate with the Owner for exact fence location. Contractor shall maintain and secure the fence and gates at the end of each day during the entire project. The Contractor shall take down the barrier / fence after the project is completed. Any damage cause by vandalism during this project will be the contractor’s responsibility relating to this project. When Contractors are working above exterior exits, they shall erect a walk-thru scaffolding with ¾” thick plywood top leading to a safe public way.

C. New construction work shall be kept clean and clear of debris and construction work shall not impede the Owner’s access and use of the School’s day to day operations.

D. Contractor shall install and maintain temporary safety barricades around all crane and lift operations when lifting equipment and materials onto the scaffolding and throughout the project duration. Also contractor shall install and maintain temporary safety barricades around all scaffolding and work areas around the existing facility walls to be restored that are not in the project work area. Temporary barricades protecting must comply with all OSHA requirements.

E. Contractor must provide safety barricades, safety belts and harnesses for worker working above the ground to prevent falling conditions per OSHA requirements for all workmen working from ladders, lifts, scaffolding, etc. at all times.

F. Contractor shall provide trash chute or dumpster and crane to remove all debris from the project. In no case shall materials be allowed to be removed from the roof or scaffolding by dropping materials off the side of the scaffolding or over the roof edge without being in an enclosed chute.

1.8 DISTRICT OCCUPANCY

A. The District will occupy the existing building during the construction period.

B. Time is of the essence.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION 01010
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Procedures for preparation and submittal of Applications for Payment.

B. Related Sections:

3. Section 01300 - Submittals: Submittal procedures.
4. Section 01700 - Contract Closeout: Final Payment.
5. Document 00800 - Supplementary Conditions

1.2 SCHEDULE OF VALUES

A. Submit to the Owner’s Representative a Schedule of Values allocated to the various portions of the Work broken down by building and trade, supported by data to substantiate its accuracy as the Owner’s Representative, Architect, and the Owner may require. This schedule, when approved, shall be used as a basis for the Contractor's application for payment.

B. Sample of the Schedule of Values format follows this section. All line items shall be separated into labor and material components. A separate line item shall be included in the Schedule of Values for the Contractors Overhead and Profit.

C. Schedule of Values must be submitted, reviewed and approved by the Owner’s Representative and Architect prior to the first Application for Payment.

1.3 FORMAT

A. Sample of the Application for Payment form follows this Section and is titled "Application and Certification for Payment". Electronic emailed copies of payment applications will be used.

1.4 PREPARATION OF APPLICATIONS

A. Applications shall be prepared in two copies.

B. Contractor to meet with Owner’s Representative and Architect at regular job progress meeting to review proposed Application for Payment.

C. Application as tentatively approved by Owner’s Representative and Architect shall be submitted.

D. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.

E. Submit back-up documentation to support Application for Payment as may be requested by the Architect or Owner’s Representative.

F. Architect will review Project Record Documents at each billing meeting. Status of Project Record Documents will be considered in evaluating proposed monthly billings.

G. List each authorized Change Order as an extension on the Schedule of Values, listing Change
Order number and dollar amount as for an original item of Work.

H. Prepare Application for Final Payment as specified in Section 01700.

I. Prepare and submit with each Application for Payment the List of Potential Claims that follows this section per the requirements of paragraph G.C. – 18.01 of the General Conditions, Section 00700.

J. Prepare requests and accompanying sworn statement for early release of retained funds upon Substantial Completion as specified in Section 01705 “Early Release of Retained Funds”

1.5 SUBMITTAL PROCEDURES

A. All submittals associated with the Application for Payment shall be done in one copy.

B. Submit an updated construction schedule with each Application for Payment.

C. Payment Period: Submit at monthly intervals as coordinated by the Owner’s Representative.

D. Submit substantiating data as may be required.

E. Submit waivers on the form approved by the Owner’s Representative.

F. Submit list of potential claims.

1.6 SUBSTANTIATING DATA

A. When Owner’s Representative requires substantiating information, submit data justifying dollar amounts in question.

B. Provide one copy of data with cover letter for each copy of submittal. Show Application number, date, and line item by number and description.

C. When Application for Payment is requesting payment for stored materials the following information shall be submitted:
   1. Letter transferring ownership of material stored off site.
   2. Insurance certificate covering material stored off site.
   3. Invoice from supplier confirming cost of all stored material, whether on or off site.

1.7 PAYMENT PERIOD

A. If the Contractor has made a request for payment as stated above, the District will, with reasonable promptness, issue payments to the Contractor on the next standard monthly payment schedule, for such amount as the District, Architect, and Owner’s Representative determine to be properly due. If there are no problems with that month’s progress billing, reimbursement for compensation shall be paid to the Contractor no later than thirty (30) days from the approved progress billing.

B. Note: there is only one DMPS School Board Meeting in July so all Contractor Pay Applications for June must be submitted to the Architect no later than June 10th to get paid for the June work in the month of July. Contractor may estimate project amount completion through June 30th. If June Pay Application is submitted after June 10th to the Architect, mostly likely contractor will not receive payment for June work until August 15th.
GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF DOCUMENT 01027
LIST OF POTENTIAL CLAIMS

To: Des Moines Public Schools
From:

PROJECT NAME: 
Bid Number:

Invoice Period: From: To:

Check one of the following:

Yes, we have the following listed potential claims for the contract period listed above. (List below or on additional sheets the potential claims for this contract period. Include description of potential claim and a potential estimated cost.)

No, we do not have any potential claims for the contract period listed above.

(Signature)  (Date)

(Printed Name)

(Title)
APPLICATION AND CERTIFICATE FOR PAYMENT

Des Moines Public Schools: PROJECT: APPLICATION NO.: Distribution to:
1917 Dean Avenue PROJECT NO.: DMPS & Architect
Des Moines, IA 50316 PERIOD TO: 
FROM CONTRACTOR: VIA ARCHITECT: CONTRACT DATE:  

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ -  
2. Net change by Change Orders $ -  

3. CONTRACT SUM TO DATE (Line 1 + 2) $ -  

4. TOTAL COMPLETED & STORED TO DATE $ -  
   (Column G on G703)

5. RETAINAGE:  
   a. 10% of Completed Work $0.00  
   b. 1% of Stored Material $0.00  
   Total Retainage (Line 5a + 5b or) $0.00  
   Total in Column I of G703 $0.00  

6. TOTAL EARNED LESS RETAINAGE $ -  
   (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAY $ -  
   (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE $0.00  

9. BALANCE TO FINISH, INCLUDING RETAINAGE $ -  
   (Line 3 less Line 6)

CHANGE ORDER SUMMARY

<table>
<thead>
<tr>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total changes approved in previous months by Owner $ - $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total approved this Month $ - $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>NET CHANGES by Change Order $ - $ -</td>
<td>$ -</td>
</tr>
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ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ -  

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: By: Date:  

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED</th>
<th>MATERIALS TOTAL</th>
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<th>BALANCE TO FINISH</th>
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- **Line Item for OH&P**
- **Line Item for General Conditions**
- **Spec Section - Line for Labor**
- **Spec Section - Line for Material**
- **All Spec Sections**
- **FOR 001 Etc - DMPS provides numbering.**

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**APPLICATION NUMBER:**

**APPLICATION DATE:**

**PERIOD TO:**

**ARCHITECT'S PROJECT NO:**
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes
   1. Submittals.
   3. Change procedures.
   4. Execution of change orders.
   5. Correlation of Contractor submittals.

B. Related Sections
   2. Section 01300 - Submittals.

1.15 DEFINITIONS

The following definitions shall be used in establishing prices for change orders:

A. “Price” is the direct cost of material, labor, equipment, insurance, bond, and subcontract costs, plus profit and overhead.

B. “Cost” is the direct expense for material, labor, equipment, insurance, bond, and subcontract costs.

C. “Direct expense” is the Contractor’s actual cost of any item that is required for the completion of his Contract obligation (i.e., tool rental, material, equipment, etc.).

D. “Overhead” is a business expense created by the project, but not necessarily a direct part of that portion of the work involved (i.e., small tools, project management, (including job site superintendent, administrative support, etc.).

E. “Profit” is the compensation accruing to the Contractor for the assumption of risk in a business enterprise.

1.2 SUBMITTALS

A. Submit name of the individual authorized to receive change documents and be responsible for informing others in Contractor’s employ or Subcontractors of changes to the Work.

B. Field Order Request Forms: Forms approved by the Owner’s Representative and Owner.

C. Approved Forms are attached to this Section.

D. FIELD ORDER REQUESTS MUST BE SUBMITTED IN WRITING WITHIN TEN (10) DAYS FROM THE DATE THE CONTRACTOR HAS KNOWLEDGE OF THE PROPOSED CHANGE.

1.3 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

A. Furnish a proposal for a Field Order Request containing a price breakdown, itemized as required by the Owner’s Representative. The breakdown shall be in sufficient detail to permit an analysis of all direct costs, such as material, labor, equipment, insurance, bond,
and subcontract costs. Any amount claimed for subcontracts shall be supported by a similar price breakdown.

B. Maintain detailed records of work done on a time and material basis. Provide a complete description of the proposed change together with complete information required for evaluation and to substantiate costs of all changes in the Work.

C. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.

D. Provide additional data to support computations for each request:
   1. Quantity of products, labor and equipment.
   2. Taxes, insurance and bonds.
   3. Justification for any change in Contract Time. (Applies to critical path items only)
   4. Credit for deletions from Contract, similarly documented.

E. Support each claim for additional costs, and for work done on a time and material basis, with additional information:
   1. Origin and date of claim.
   2. Dates and times work was performed, and by whom.
   3. Time records and wage rates paid.
   4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.4 PROFIT & OVERHEAD MARK-UP FOR FIELD ORDERS AND CHANGE ORDERS

A. The profit and overhead mark-up on costs for all change orders shall NOT EXCEED the following:
   1. Fifteen (15) percent maximum mark-up for overhead and profit for Work directly performed by employees of the Contractor, Subcontractor or Sub-Subcontractor.
   2. Five (5) percent maximum Contractor’s mark-up for overhead and profit for Work performed or passed through by a Subcontractor and passed through to the Owner by the Contractor.
   3. Five (5) percent maximum Subcontractor’s mark-up for overhead and profit for Work performed or passed through by a Sub-Subcontractor and passed through to the Owner by the Subcontractor and Contractor.
   4. Regardless of the above, the maximum allowable total mark-up for all tiers of contractors shall be twenty (20) percent passed through to the Owner by the Prime Contractor under any circumstances.

1.5 CHANGE PROCEDURES – FIELD ORDERS & CHANGE ORDERS

A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions.

B. The Owner’s Representative may issue a Field Order Request which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change, and the period of time
during which the requested price will be considered valid. Contractor shall prepare and submit an estimate within 10 days.

C. The Contractor may propose a change by submitting a request for change to the Owner’s Representative describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.

D. For any potential claims, the Contractor must fill out a Potential Claim Form with each monthly Pay Application. See paragraph 18.01 of the General Conditions and Section 01027 – Application for Payment.

1.5 EXECUTION OF FIELD ORDERS

A. Upon the Owner’s approval of a Field Order Request (FOR), it will act as the authorization for the Contractor to proceed with the change.

B. Field Order Requests are executed for any change up to 15% of contract amount and are approved by the District’s Chief Operating Officer.

C. If Total of all FORs exceed 15% of the total contract value, the school board will be notified and any changes beyond this point are presented to the school board for approval.

1.6 CORRELATION OF CONTRACTOR SUBMITTALS

A. Contractor will promptly revise Schedule of Values and Application for Payment forms to record each authorized Field Order Request as a separate line item and adjust the Contract Sum.

B. Promptly revise progress schedules to reflect any changes in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.

C. Promptly enter changes in Project Record Documents.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION 01028
PART 1 - GENERAL

1.1 SECTION INCLUDES
   A. Submission procedures.
   B. Documentation of changes to Contract Sum and Contract Time.

1.2 RELATED SECTIONS
   A. Document 00310 - Proposal: Schedule of Bid Alternates.
   B. Document 00510 - Agreement Form: Incorporating monetary value of accepted Alternates.
   C. Document 00100 - Instructions To Bidders: Requirements for Alternates.
   D. Section 01310 - Progress Schedules: Work schedule affected by Alternates.
   E. Section 01600 - Material and Equipment: Product options and substitutions.

1.3 REQUIREMENTS
   A. Submit Alternates with full description of the proposed Alternate and the effect on adjacent or related components.
   B. Alternates quoted on Proposal Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
   C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.4 SELECTION AND AWARD OF ALTERNATIVES
   A. Indicate variation of Bid Price for Alternates described below and list in Proposal Form or any supplement to it which requests a 'difference' in Bid Price by adding to or deducting from the base bid price.
   B. Bid may be evaluated on base bid price, Consideration may be given to Alternates and Bid Price adjustments.

1.5 SCHEDULE OF ALTERNATES
   A. Alternate Bid No 1: State the amount to provide and install materials and labor required to Restore Most North & All West Exterior Elevations as shown on the GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT drawings and specifications.
   B. Alternate Bid No 2: State the amount to provide and install materials and labor required to Restore South Exterior Elevations as shown on the GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT drawings and specifications.
   C. Alternate Bid No 3: State the amount to provide and install materials and labor required to Restore All Courtyard Elevations as shown on the GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT drawings and specifications.

PART 2 – PRODUCTS
   Not used

PART 3 – EXECUTION
   Not used

END OF SECTION 01030
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes
   1. Coordination
   2. Pre-construction Meeting
   3. Project Meetings
   4. Pre-installation Conferences
   5. Electrical and Mechanical Coordination
   6. Coordination with Work by District
   7. Special Meetings
   8. Coordination of Contract Closeout

1.2 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of Work, with provisions for accommodating items to be installed later and for accommodating items to be installed by the District and other Contractors.

B. Resolve differences or disputes concerning coordination, interference, or extent of work of the various sections of the specifications. Contractor’s decisions if consistent with the requirements of the Contract Documents shall be final.

C. Coordinate completion and cleanup of Work of separate Sections in preparation for Substantial Completion.

D. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and effect on work of other sections.

E. Coordinate sequence of work to accommodate District occupancy as specified in Section 01010.

F. Coordinate work so that work within telecom rooms is the first work done when a new trade comes on-site.

1.3 PRE-CONSTRUCTION MEETING

A. The Owner’s Representative will schedule a conference after Notice of Contract Award and prior to the start of Work.

B. Attendance Required: Owner, Architect, Owner’s Representative, Contractor, and others as appropriate.

C. Agenda:
   1. Submission of executed bonds and insurance certificates.
3. Submission of Schedule of Values, and progress schedule.
4. Designation of personnel representing the parties in Contract, the Owner’s Representative, and the Architect.
5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract Closeout procedures.

1.4 PROJECT MEETINGS

A. The Owner’s Representative will schedule and administer meetings throughout progress of the Work at weekly intervals or as designated.

B. The Owner’s Representative will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, receive minutes from the Architect, and distribute copies within two days to Contractor, Architect, Owner, participants and those affected by decisions made. Architect will record minutes in an approved format within 2 days and deliver to Owner’s Representative. In the event Architect does not provide minutes within 48 hours, the Owner’s Representative may prepare minutes.

C. Attendance Required: Project Manager, job superintendent, major Subcontractors, suppliers and others as appropriate to agenda topics for each meeting.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems and decisions.
   4. Identification of problems that impede planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Maintenance of progress schedule.
   7. Corrective measures to regain projected schedules.
   8. Planned progress during each succeeding work period.
   9. Coordination of projected progress.
  10. Maintenance of quality standards and work standards.
  11. Effect of proposed changes on progress schedule and coordination.
  12. Other business relating to Work.

1.5 PRE-INSTALLATION CONFERENCES

A. The Contractor will convene pre-installation conferences when required by individual Section of the Specifications. Include affected parties including the owner’s representative and the Architect/Engineer.

1.6 ELECTRICAL AND MECHANICAL COORDINATION

A. Coordinate use of project space and sequence of installation of mechanical and electrical work that is indicated diagrammatically on Drawings. Follow routings shown for pipes, ducts, and conduits as closely as practicable, with due allowance for available physical
space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

B. Use large scale drawings, if their preparation is required as part of work of Division 15 - Mechanical, and Division 16 - Electrical, of these specifications, together with shop drawings and layout drawings of other affected sections of these specifications to check, coordinate and integrate the work of various sections to prevent interferences.

C. Perform and complete checking and coordination before commencing construction in the affected areas.

D. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

1.7 COORDINATION WITH WORK BY DISTRICT

A. Coordinate service connections for District furnished and District installed equipment. Verify that service connections are correct sizes and in required locations.

B. Coordinate support and anchorage for equipment furnished and installed by the District. Provide blocking and backing as shown or directed to facilitate installation of equipment by others.

1.8 SPECIAL MEETINGS

A. The Owner’s Representative may call special meetings at any time during the course of the project. Special project meetings, if deemed necessary, shall include representatives of the Contractor and subcontractors as required by the Owner’s Representative.

1.9 COORDINATION OF CONTRACT CLOSEOUT

A. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.

B. After District occupancy of premises, coordinate access to site by the various construction trades for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of District's activities.

C. Assemble and coordinate closeout submittals.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION 01040
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Requirements and limitations for cutting and patching of work.

1.2 RELATED SECTIONS

A. Section 01010 - Summary of Work: Work by District or by separate contractors.
B. Section 01120 - Alteration Project Procedures: Cutting and patching for alteration work.
C. Section 01300 - Submittals.
D. Section 01630 - Product Options and Substitutions.
E. Individual Product Specification Sections:
   1. Cutting and patching incidental to work of the section.
   2. Advance notification to other sections of openings required in work of those sections.
   3. Limitations on cutting structural members.

1.3 SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:
   1. Structural integrity of any element of project.
   2. Integrity of weather-exposed or moisture-resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   5. Work by District or by separate contractor.
B. Include in request:
   1. Identification of project.
   2. Location and description of affected work.
   3. Necessity for cutting or alteration.
   4. Description of proposed work, and products to be used.
   5. Alternatives to cutting and patching.
   6. Effect on work of District or separate contractor.
   7. Written permission of affected separate contractor.
   8. Date and time work will be executed.

1.4 QUALITY ASSURANCE

A. Patching shall achieve security, strength, weather protection and continuity of fire ratings, as applicable.
B. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is a dispute as to whether duplication is successful or has been
achieved to a reasonable degree, the Architect's judgment shall be final.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Inspect existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching.

B. After uncovering existing work, inspect conditions affecting performance of work.

C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Provide temporary supports to ensure structural integrity of the work. Provide devices and methods to protect other portions of project from damage.

B. Provide protection from elements for areas which may be exposed by uncovering work.

C. Maintain excavations free of water.

3.3 CUTTING AND PATCHING

A. Execute cutting, fitting, and patching including excavation and fill to complete work.

B. Fit products together, to integrate with other work.

C. Uncover work to install ill-timed work.

D. Remove and replace defective or non-conforming work.

E. Remove samples of installed work for testing when requested.

F. Provide openings in the work for penetration of mechanical, electrical and other work.

3.4 PERFORMANCE

A. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing.

B. Employ original installer to perform cutting and patching for weather exposed and moisture resistant elements and sight-exposed surfaces installed as work of this Contract.

C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

D. Restore work with new products in accordance with requirements of Contract Documents.

E. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

F. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of the penetrated element.

G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit. Painted surfaces shall not present a spotty, touched-up appearance.

END OF SECTION 01045
GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality control.
B. Surveying services.
C. Project record documents.

1.2 RELATED SECTIONS

A. General Conditions: Benchmarks, Monuments, Statues and Measurements. GC-13
B. Section 01700 - Contract Closeout: Project record documents.

1.3 QUALITY CONTROL

A. Employ a professional Engineer of the discipline required for specific service on project, licensed in the State of Iowa.
B. Submit evidence of Engineer's errors and omissions insurance coverage in the form of an Insurance Certificate.

1.4 SUBMITTALS

A. Submit name, address, and telephone number of Engineer before starting survey work.
B. On request, submit documentation verifying accuracy of survey work.
C. Submit a copy of registered site drawing and certificate signed by the Engineer, that the elevations and locations of the work are in conformance with Contract Documents.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain complete, accurate log of control and survey work as it progresses. Indicate dimensions, locations, angles, and elevations of construction and site work.
B. Submit Record Documents under provisions of Section 01700.
C. Project Record documents are to be updated on a regular basis. The status of the Project Record Documents will be considered when evaluating Applications for Payment. See section 1027 paragraph 1.4 E.

1.6 EXAMINATION

A. Verify locations of survey control points prior to starting work.
B. Promptly notify Architect of any discrepancies discovered.

1.7 SURVEY REFERENCE POINTS

A. Contractor to locate and protect survey control and reference points.
B. Control datum for survey is that indicated on Drawings.
C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
D. Promptly report to Program Manager the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

March 16, 2001
1.8 SURVEY REQUIREMENTS

A. Provide field engineering services. Utilize recognized engineering survey practices.

B. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record Documents.

C. Establish lines and levels, locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
   2. Grid or axis for structures.
   3. Building foundation, column locations, and ground floor elevations.

D. Periodically verify layouts by same means.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01050
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes
   1. Quality Assurance.
   2. Statutory and Jurisdictional Regulations.

B. Related Sections
   1. Document 00700 - General Conditions of the Contract for Construction

1.2 QUALITY ASSURANCE

A. For products of workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

1.3 STATUTORY AND JURISDICTIONAL REGULATIONS

A. All work shall conform to the following requirements:

   All building projects for Des Moines Public Schools (DMPS) shall be designed and Contract Documents prepared in conformity with the following Codes and Regulations:

   1. International Building Code (Most current version used by City of Des Moines)
   2. International Existing Buildings Code (Most current version used by City of Des Moines)
   3. Des Moines Municipal Code
   4. Uniform Plumbing Code (Most current version used by City of Des Moines)
   5. National Electric Code (Most current version used by City of Des Moines)
   6. International Mechanical Code (Most current version used by City of Des Moines)
   7. International Fire Code (Most current version used by City of Des Moines)
   8. Metropolitan Design Standards for Engineering
   10. ADA Accessibility Guideline for Buildings and Facilities


1.4 GENERAL STANDARDS FOR WORK AND MATERIALS

A. Trade Standards:

1. Referenced standards shall have full force and effect as though printed herein. Upon request, Architect will furnish information as to where copies may be obtained.

2. Material or trade associations, societies, or other bodies regularly publishing standards most widely used under these documents are listed herein together with reference symbols.

3. Individual standards referenced in technical specifications (Divisions 1 through Division 16) shall also apply to the work of this contract.

4. No construction shall commence until building plans have been submitted to and approved by the State Fire marshal’s Office and the State Building Code Bureau and/or other approving agencies as applicable.

1.5 APPLICATION

A. If there is a conflict between any referenced standard and the Contract Documents, notify the Program Manager, and await instructions before proceeding with affected work.

B. The contractual relationships, duties, and responsibilities of the parties to the Contract shall not be altered by mention or inference in any reference document.

PART 2 - PRODUCTS
Not used

PART 3 - EXECUTION
Not used

END OF SECTION 01090
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Products and installation for patching and extending existing work.
B. Products and installation for installing new components in existing construction.
C. Transition and adjustments.
D. Repair of damaged surfaces, finishes, and cleaning.

1.2 RELATED SECTIONS

A. Section 01040 - Coordination: Work sequence: District occupancy.
B. Section 01045 - Cutting and Patching.
C. Section 01500 - Construction Facilities and Temporary Controls: Temporary enclosures, protection of installed work and existing facilities, and cleaning during construction.

PART 2 - PRODUCTS

2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New Materials: As specified in product sections or match existing products and work for patching and extending work.
B. Type and Quality of Existing Products: Determine by inspection and testing products where necessary, referring to existing work as a standard.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that demolition is complete, and areas are ready for installation of new work.
B. Beginning of restoration work means acceptance of existing conditions.

3.2 PREPARATION

A. Cut, move, or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.
B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
C. Remove items to be salvaged and relocate to an area on the main level of the building as designated by the Owner’s Representative. Coordinate Owner's storage with Owner’s Representative. Weather protect until acceptance by Owner.
D. Remove debris and abandoned items from area and from concealed spaces.
E. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
F. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent
condensation in exposed areas.

G. Protect existing fire alarm sensors and wiring in ceilings and walls from damage.

1. Alert Owner’s Representative prior to work in buildings with existing active fire alarm sensors to avoid response to false alarm and advise Owner’s Representative each day at end of work to reinstate response to alarms.

3.3 INSTALLATION

A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate District occupancy.

B. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to specified condition.

C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

D. Advise Architect of existing plumbing, heating, ventilation, air conditioning, and electrical systems, which are found to be deficient during course of the work.

E. Install products as specified in individual sections.

3.4 TRANSITIONS

A. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division.

3.5 ADJUSTMENTS

A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

B. Where a change of plane of 1/4 inch or more occurs, provide for a smooth transition.

C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.

D. Fit work at penetrations of surfaces as specified in Section 01045.

3.6 FINISHES

A. Finish surfaces as specified in individual product sections.

B. Finish patchwork to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

END OF SECTION 01120
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes
   1. Submittal procedures.

B. Related Sections
   1. Section 01310 - Progress Schedules
   2. Section 01400 - Quality Control
   3. Section 01630 - Product Options and Substitutions
   5. Document 00700 – General Conditions of the Contract

1.2 SUBMITTAL PROCEDURES

A. Submit schedule of submittals within 3 working days of receiving Notice of Contract Award. Submittal schedule to include proposed submittal number, specification section, title and anticipated date of submission.

B. All submittals to be submitted for approval within 30 days of Notice of Contract Award.

C. Transmit submittals to Owner’s Representative using Owner’s Representative approved format. Electronic PDF submittals are to be used when possible.

D. Number the submittals using the specification number from the specifications. Resubmittals shall have original number with an alphabetic suffix.

E. Identify Project, Contractor, Subcontractor or supplier; name and telephone number of individual to contact for additional information; pertinent Drawing sheet and detail number(s), specification section number, as appropriate, and date of submission.

F. Apply Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the work and Contract Documents.

G. Submit product data sheets, which clearly designate which of the items on the sheet is being provided. Cross all other items out to clarify the submittal.

H. Submit color charts in proper quantities of original color materials; photocopied reproductions will not be accepted.

I. Fully coordinate material prior to submittal. Determine and verify field dimensions and conditions, catalog numbers, and similar data. Coordinate with public agencies involved and secure necessary approvals; signify that approvals have been secured by stamp or other means. Coordinate with the various types of work involved; make submittals in groups containing all associated items.

J. Submit product submittals required by individual sections of the specifications. Submittals not required by the specifications, but made at the option of the Contractor, will be returned without review unless accompanied by written, valid justification.
K. Schedule submittals to expedite the Project and deliver to Owner’s Representative. Coordinate submission of related items. Allow a minimum of 15 calendar days for processing.

L. Make complete product submittals. Include shop drawings, product data, samples, manufacturer's instructions and manufacturer's certificates as required in individual specification sections. Partial submittals will be rejected as not complying with Contract Documents. Manufacturer's certificates based on tests or inspections at time of manufacture may be submitted separately.

M. Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed work. State whether submitted product is the specified product or an accepted substitution. Shop drawings and product data indicating substitutions which have not been previously accepted will be returned without review.

N. Provide space for Contractor, Owner’s Representative, and Architect/Engineer review stamps.

O. Submit in PDF format.

P. The Architect will review the submittals; mark the submittals with required revisions; stamp the submittals and indicate "No Exceptions Taken," "Make Corrections Noted," "Revise and Resubmit," "Rejected" or "Submit Specified Item" and return the submittal.

Q. Review the returned submittals and take appropriate action as indicated. If submittals are marked "Revise and Resubmit," "Rejected" or "Submit Specified Item," make revisions necessary, identify revisions with a 'cloud' and resubmit in same manner and number as for the original submittal.

R. The Architect will review the resubmittal and take action, as appropriate, in the same manner as for the original submittal.

S. Review the returned resubmittal and take appropriate action as indicated. Continue to revise and resubmit until Architect returns resubmittal marked "No Exception Taken" or "Make Corrections Noted." Said marks signify final action.

T. Following final action by the Architect, provide copies of submittals for concerned parties including District, Job Superintendent and appropriate subcontractors. Instruct parties to promptly report any inability to comply with provisions.

U. Use only those submittals, which bear stamps showing final review of the Contractor, the Architect and appropriate Architect's consultant, as appropriate.

V. If deviations, discrepancies or conflicts between the shop drawings/submittals and contract documents are discovered either prior to or after the shop drawings/submittals are processed by the Architect, the contract documents shall control over the shop drawings/submittals.

1.3 PRODUCT DATA/MATERIAL LIST

A. Submit the number of copies, which the Contractor requires, plus six (6) copies, which will be retained of any submittal which cannot be made by PDF.
B. Submit manufacturer's most recently published catalog sheets, brochures, drawings, schedules, performance charts, illustrations and other standard descriptive data.
   1. Modify submittal in a neat and orderly fashion to delete information, which is not applicable to Project.
   2. Supplement standard information to provide additional information applicable to Project.
   3. Make note of dimension and clearances required.
   4. Make note of performance characteristics and capacitates.

1.4 SAMPLES
   A. Submit the size of samples specified in individual specification sections. Submit the number of samples, which the contractor requires, plus two (2) of which will be retained. Contractor to retain Owner copy of sample at project site.
   B. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittal for interfacing work.
   C. Submit samples of finishes from the full range of manufacturer's standards of selected custom colors, textures and patterns for Architect's selection.
   D. Where samples have natural variation in texture, color and dimension, submit samples showing extreme range plus the middle variation.
   E. Erect Field Samples and Mock-Ups at the Project site at location acceptable to Owner's Representative and Architect. Construct each sample or mock-up complete, including work of all trades required in finished work.

1.5 SHOP DRAWINGS
   A. Submit in the form of one reproducible transparency and five opaque reproductions if submittal cannot be made by PDF or CAD. Opaque reproductions will be retained by the Owner’s Representative and Architect.
   B. State or indicate data necessary to describe the product or system. Present in a clear and thorough manner.
   C. Identify field dimensions; show relation to adjacent or critical features, work or products.
   D. Title each drawing with PROJECT NAME and number.
   E. After review, reproduce and distribute in accordance with article on procedures above and for Record Documents described in Section 01700, Contract Closeout.

1.6 MANUFACTURER’S INSTRUCTIONS AND CERTIFICATES
   A. When specified in individual specification sections, submit manufacturer's printed instruction for delivery, storage, assembly, installation, start-up, adjusting, finishing in quantities specified for Product Date.
   B. Identify conflicts between manufacturer's instructions and Contract Documents.
   C. Submit manufacturer's certifications based on recent or previous test results with other submittals specified. Submittal certifications based on tests or inspections at time of manufacture with product delivery.
D. When specified in individual specification sections, submit manufacturer’s certificate for review in quantities specified for Product Data.

E. Indicated material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

F. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

1.7 PATTERNS AND COLORS

A. Unless the exact pattern and color of a product is indicated in the Contract Documents whenever a choice of pattern or color is available for a product, submit accurate color charts and pattern charts in the required number of original color or patterns for review and selection.

1.9 SUBMITTAL TIMELINE

A. The following submittals are due within 24 hours of Bid Time:

1. Background Information Sheet
2. List of Subcontractors and Suppliers

B. The following submittals are due 10 working days after Notice of Contract Award:

1. Preliminary Construction Schedule
2. Certificate of Insurance
3. Bond
4. Schedule of Submittals
5. Copy of Contractor’s Safety Program
6. Copy of Contractor’s Jobsite Staging Plan

C. The following submittals are due 10 working days prior to first Application for Payment:

1. Schedule of Values
2. Construction Progress Schedule
3. Security Program (section 01500 para. 1.21)

D. The following submittals are due 30 calendar days after Notice of Contract Award:

1. Balance of all required Project submittals

E. The submittal log will be maintained by the Contractor.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION 01300
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes
   1. Format.
   2. Content.
   3. Revisions to Schedules.

B. Related Sections
   1. Section 01040 - Coordination and Meetings: Project Meetings.

1.2 FORMAT

A. Prepare Schedules as a horizontal bar chart or CPM with separate bar for each major portion of Work or operation, identifying first workday of each week.

B. Use commercially available software for producing schedule. Provide electronic document to Owner’s Representative if requested.

C. Sequence of listing: The chronological order of the start of each item of work.

D. Scale and Spacing: To provide space for notations and revisions.

1.3 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify each item by specification Section number.

C. Identify work by separate stages and logically grouped activities.

D. Provide sub-schedules to define critical portions of the entire Schedule.

E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

F. Show coordination with District work and other contractors.

G. Show the network schedule logic on the schedule form of a CPM (or table if a bar chart is used).

H. Indicate Critical Path of project activities on the project schedule.

1.4 REVISIONS TO SCHEDULES

A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope and other identifiable changes.

C. Provide narrative report to define problem areas, anticipated delays and impact on Schedule. Report corrective action taken, or proposed, and its effect.
1.5 SUBMITTALS

A. Submit Preliminary Construction Schedule within 10 working days after date of Notice of Award.

B. Construction Progress Schedule to be submitted and accepted prior to first Application for Payment.

C. After the Owner’s Representative has accepted the Construction Progress Schedule, it shall become the basis for determining scheduled completion of the project.

D. Submit updated Construction Progress Schedules with each Application for Payment.

E. Submit the schedule by electronic distribution.

1.6 DISTRIBUTION

A. Distribute copies of Project Construction Schedule to project site file, Subcontractors, suppliers, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in Schedules.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION 01310
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality assurance and control of installation.
B. References.
C. Field samples.
D. Mock-up.
E. Inspection and testing laboratory services.
F. Manufacturers’ field services and reports.

1.2 RELATED SECTIONS

A. Section 01090 - Reference Standards.
B. Section 01300 - Submittals: Submission of Manufacturers’ Instructions and Certificates.
C. Section 01410 - Testing Laboratory Services
D. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
B. Comply fully with manufacturers’ instructions, including each step in sequence.
C. Should manufacturers’ instructions conflict with Contract Documents, request clarification from Owner’s Representative before proceeding.
D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
E. Perform work by persons qualified to produce workmanship of specified quality.
F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 REFERENCES

A. Conform to reference standards in effect on date of Contract Documents unless otherwise specified in product Sections.
B. Obtain copies of standards when required by Contract Documents.
C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 FIELD SAMPLES

A. Install field samples at the site as required by individual specification sections for review.
B. Acceptable samples represent a quality level for the Work.
C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by Architect.
1.6 MOCK-UP
   A. Mock-ups shall be prepared in a timely manner to allow review and acceptance by the Owner’s Representative, Owner and Architect.
   B. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals and finishes.
   C. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by Architect.

1.7 INSPECTION AND TESTING LABORATORY SERVICES
   A. Owner will appoint, employ and pay for services of an independent firm to perform inspection and testing.
   B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Architect.
   C. Reports will be submitted by the independent firm to the Architect and Owner’s Representative in writing indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
   D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
      1. Notify Architect, Inspector and Owner’s Representative 48 hours prior to expected time for operations requiring services.
      2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor’s use.

1.8 MANUFACTURERS’ FIELD SERVICES AND REPORTS
   A. Submit qualifications of observer to Owner’s Representative 30 days in advance of required observations. Observer subject to approval of Owner’s Representative and Architect.
   B. When specified in individual specification sections, require material or product suppliers or manufacturers to provide: qualified staff personnel to observe site conditions, conditions of surfaces and installation; quality of workmanship; start-up of equipment; test, adjust, and balance of equipment; and other as applicable, and to initiate instructions when necessary.
   C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers’ written instructions.
   D. Submit report in triplicate within 30 days of observation to Owner’s Representative for review.

PART 2 - PRODUCTS
   Not used

PART 3 - EXECUTION
   Not used

END OF SECTION 01400
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. District provided testing laboratory services.
B. Contractor provided testing and inspection services.

1.2 RELATED SECTIONS

A. Section 01700 - Contract Closeout: Record documents.
B. Individual Specification Sections: Inspections and tests required, and standards for testing.
C. Divisions 15 and 16 - Mechanical and Electrical: Testing, adjusting and balancing of mechanical and electrical systems.

1.3 SELECTION AND PAYMENT

A. The District will employ and pay for the services of testing to conduct required tests and inspections for the project.

1. Re-soils: The District will employ and pay for the services of a Soils Engineer to observe excavating, grading, and filling operations and to provide testing of soil materials as specified in individual sections of this specification. The Soils Engineer will have management, laboratory and field supervisory personnel with minimum 5 years’ experience in testing and inspection of soils materials and will have adequate facilities, equipment, and technical references to permit performance of testing and inspections within applicable regulations and standards.

2. Other Construction: The District will employ and pay for the services of a testing laboratory to conduct tests, inspections, and special inspections as required and as specified in individual sections of this specification.

a. For construction requiring testing and inspection other than special inspection. The testing laboratory will have management, laboratory and field supervisory personnel with minimum 5 years’ experience in testing and inspection of work and materials of construction and will have adequate facilities, equipment, and technical references to permit performance of testing and inspections within applicable regulations and standards.

B. Re-testing: Per paragraph G.C. 20, when initial tests indicate non-compliance with the Contract Documents, subsequent re-testing occasioned by the non-compliance shall be performed by the same testing agency and the costs thereof will be deducted by the District from the Contract Sum by Change or Field Order.

C. Re-testing Covered Work: Re-examination of previously tested and inspected work may be ordered by the Architect and by the Owner. The Contractor shall uncover such work if re-testing is ordered. If work is found in accordance with Contract Documents, the District will pay costs of uncovering, removing, re-testing and replacing. If work is found not in accordance with Contract Documents, the District will deduct the cost of re-testing from the Contract Sum by Change Order and the Contractor will bear the costs of uncovering, removing and replacing work.

D. Testing and inspecting performed for Contractor's convenience, such as testing and inspection to establish equivalence of substitutions, equivalence of repairs to damaged...
materials, and testing and inspecting to expedite the operations, shall be the Contractor's responsibility.

1. The Contractor shall employ a licensed professional engineer of the discipline required to develop a testing program that will establish equivalency.

2. The Contractor shall submit the testing program to the Architect for review.

3. The Contractor shall arrange testing in accordance with the accepted testing program to be performed by the District's testing laboratory.

4. The costs of testing done by the District's testing laboratory for the Contractor will be deducted from the Contract Sum by Change Order.

5. The Contractor may not arrange for testing upon portions of the work already completed except with the written consent of the Architect.

E. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

F. The Architect shall have the right to make tests at any time on materials or work done whether those materials are specified or substituted items.

1.4 AGENCY RESPONSIBILITIES

A. Provide qualified personnel at site. Cooperate with Program Manager, Architect, and Contractor in performance of services.

B. Perform specified sampling and testing of materials in accordance with specified standards.

C. Ascertain compliance of materials and mixes with requirements of Contract Documents.

D. Promptly notify Program Manager, Architect, and Contractor of observed irregularities and non-conformance of work and products.

E. Perform additional tests required by Architect.

F. Attend Preconstruction Meeting. Attend Progress Meetings as requested.

G. Provide quantity estimates for all work associated with unforeseen conditions.

1.5 AGENCY REPORTS

A. Test/Inspection Reports:

1. Include every test and inspection made regardless of whether such tests and inspections indicate that the material and procedures are satisfactory or unsatisfactory.

2. Provide documentation describing scope of additional work associated with unforeseen conditions.

3. Include records of special sampling operations as required.

4. Indicate specified design strength of materials such as masonry, concrete and steel.

5. State whether or not materials and procedures comply with requirements of the Construction Documents.
6. Submit copies of reports to Program Manager, District, Architect, Structural Engineer, Civil Engineer, Soils Engineer and/or Contractor as applicable within 14 days of tests. Submit copies of reports of non-complying materials and procedures immediately.

1.6 LIMITS ON AGENCY AUTHORITY

A. Agency or laboratory may not release, revoke, alter or enlarge on requirements of Contract Documents.
B. Agency or laboratory may not approve or accept any portion of the work.
C. Agency or laboratory may not assume any duties of Contractor.
D. Agency or laboratory has no authority to stop work.

1.7 CONTRACTOR RESPONSIBILITIES

A. Package and deliver to laboratory at designated location adequate samples of materials proposed to be used, which require testing. Samples shall be selected by laboratory personnel. Allow proper time for selecting samples, and making tests or considerations.
B. Cooperate with laboratory personnel, and provide access to work and to manufacturer's facilities.
C. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples as selected by laboratory personnel at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
D. Notify Program Manager and Architect, minimum 24 hours prior to expected time for operations requiring inspection and testing services. Do not allow work to be covered prior to inspection and testing.

1.8 SCHEDULE OF INSPECTIONS AND TESTS

A. Testing Certificates Provided by Contractor as required:
   1. Mill test reports for reinforcing steel.
   2. Mill test reports for cement.
   3. Weighmasters tickets for each load of transit mixed concrete.
   4. Weighmasters affidavit.
   5. Certifications of welders.
   6. Certifications of materials.
B. Initial Testing Provided by Owner as required:
   1. Site Clearing: Test compaction of excavation backfill.
   2. Earthwork:
      a. Sample and test fill and base materials for compliance with specified requirements.
      b. Inspect placement of engineered fill.
      c. Inspect bottoms of footings and foundation trenches.
      d. Test compaction of each layer of engineered fill.
GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

3. Trenching:
   a. Inspect placement of trench backfill.
   b. Test compaction of trench backfill.

4. Asphalt Concrete Paving:
   a. Sample and test quality of paving and base if directed by Program Manager and Architect.
   b. Test compaction of paving and base if directed by Program Manager and Architect.

5. Portland Cement Concrete Paving:
   a. Review mix designs.
   b. Sample and test compressive strength of concrete.
   c. Sample and test slump of concrete.

6. Concrete Reinforcing:
   a. Inspect placement and installation of reinforcing steel.
   b. Inspect field welding of reinforcing steel.

7. Cast-In-Place Concrete:
   a. Sample and test cement.
   b. Sample and test aggregate.
   c. Review mix designs and confirm mix design proportions with weighmaster.
   d. Perform initial batch plant inspection.
   e. Inspect concrete placement.
   f. Sample and test slump of concrete.
   g. Test air content of concrete.
   h. Sample and test concrete for compressive strength.
   i. Test concrete for shrinkage.

8. Structural Steel:
   a. Inspect shop and field welding.
   b. Test full penetration welds.

9. Metal Fabrications:
   a. Inspect shop and field welding of load bearing fabrications.
   b. Test full penetration welds in load bearing fabrications.

10. Fire caulking:
    a. Inspection by city certified inspection agency.
    b. Test in accordance with accepted practice.
C. Initial Testing Performed by Owner's Testing Laboratory at Owner's Cost: The cost of the following initial tests, if required, will be deducted by the Owner from the Contract Sum by Change Order.

1. Testing to establish equivalence of material not properly identified.
2. Testing to establish equivalence of substitutions.
3. Testing required in order to expedite Contractor's operations.
4. Testing relating to repair of work which fails to meet specifications.
5. Testing and inspection required to correct damage to material in shipping and erection.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION 01410
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water service and sanitary facilities.

2. Temporary Controls: Barriers, fencing, water, noise and vibration control, dust and mud control, traffic control, interior and exterior enclosures, protection of installed work, security and fire protection.

3. Construction Facilities: Access roads, parking, progress cleaning, project identification, field offices and storage sheds, and construction aids.

B. Related Sections

1. Section 01700 - Contract Closeout: Final Cleaning.


1.2 REFERENCES

A. ASTM E84 - Surface Burning Characteristics of Building Materials.


1.3 SUBMITTALS

A. Submit under the provisions of Section 01300.

1.4 TEMPORARY ELECTRICITY

A. Contractor shall provide all additional materials required for temporary power (e.g. spider boxes, temporary panels and feeder cables) and to provide labor to relocate the panels as required for the project. Contractor shall provide the labor to tie in the temporary panels to the main switchboard and to provide periodic service and maintenance to the temporary panels.

B. Temporary electrical power will be available at the project site from existing outlets and panels. Contractor will replace damaged receptacles damaged by construction activities at no cost to the District.

C. Owner will pay cost of energy used. Contractor shall exercise measures to conserve energy.

D. Should the existing electrical power not be sufficient, Contractor will arrange with the utility company to provide the additional service required and pay the costs associated with providing the additional service or to provide generators. The Contractor will pay cost of this energy used.

Permanent convenience receptacles may be used during construction. Any devices damaged during construction shall be replaced at no cost to the Owner.

1.5 TEMPORARY LIGHTING (See Section 1.4)

1.6 TEMPORARY HEAT

A. The contractor shall supply any temporary heating systems and fuel required for the addition area to allow the continuous progression of the exterior and interior work on the
building. Contractor to install and maintain construction phase filters to prevent dust from entering the systems.

1.7 TEMPORARY VENTILATION
   A. Each Trade Contractor shall be responsible for providing adequate forced ventilation of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors and gases.

1.8 TEMPORARY TELEPHONE SERVICE
   A. The Contractor will be responsible for their phone / communications services.
   B. Trade Contractor’s Project Manager and on-site Project Supervisor shall carry mobile telephones with them during all work hours of the project and be available by phone during off hours for emergencies. Mobile phone numbers to be made available to the Owner prior to start of construction.

1.9 TEMPORARY WATER SERVICE
   A. The contractor can use the existing water services for ordinary uses. Contractor is responsible for getting water from the closest existing water source.
   B. Owner will pay cost of water used for ordinary uses. Exercise measures to conserve water.
   C. Contractor to provide water by tank truck or by hydrant meter for watering sod. Contractor to pay for water used.

1.10 SANITARY FACILITIES
   A. The contractor shall provide temporary chemical toilets for the use of their workmen.
   B. Existing and permanent sanitary facilities shall not be used.

1.11 BARRIERS
   A. Contractor’s, as required, shall provide temporary barriers as detailed below:
      1. Provide temporary barriers to prevent unauthorized entry to construction / building areas and to protect existing facilities and adjacent properties from damage from construction operations.
      2. Provide barricades as required by governing authorities for public rights of way and for public access.
      3. Provide barriers around trees and plants designated to remain. Provide temporary fencing around drip line of trees designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials and puddling or continuous running water. Replace damaged plant life. Maintain existing tree and plant barriers and at the conclusion of construction operations remove temporary tree and plant barriers as directed by the Owner.
      4. Provide barricades around trenches. Barricade trenches less than 6 inches deep with warning tape. Cover trenches 6 inches deep and greater subject to pedestrian traffic with plywood covers or barricade with chain link fence as specified below. Cover trenches subject to vehicular traffic with suitable steel cover or barricade with chain link fence as specified below.
   B. Relocate barriers as required by progress of work.
C. Maintain temporary barriers in a structurally sound condition with a neat, orderly appearance. Observe temporary barriers daily for safety compliance.

D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

E. Walkways and Barricades: If Contractor's portion of work interferes with pedestrians on the streets, provide pedestrian walkway protection and wood barricades conforming to City standards and requirements.

1.12 TEMPORARY FENCING

A. Temporary fencing is required as necessary to secure contractor work areas, storage areas and to protect the public. Temporary fencing and gates are to be installed and removed by the contractor. All fencing shall be 6’ high chain link with a top rail and new fabric. It shall be installed sound, maintained during its use and removed when work is complete.

1.13 CONTROL OF WATER

A. Each trade Contractor shall be responsible for water control as detailed below.

1. Rainwater shall be prevented from entering the facilities while work is underway. Rainwater, surface or subsurface water, or other fluid, shall not be permitted to accumulate in excavations or under or about the structures. Should such conditions develop or be encountered, the areas affected shall be de-watered with temporary pumps, piping, ditches, dams or other methods at the expense of the Trade Contractor.

2. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.

3. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.14 NOISE AND VIBRATION CONTROL

A. Contractor shall insure noise and vibrations generated through the completion of the Work do not affect educational activities. The contractor and their subcontractors shall modify work schedules, at no cost to the owner, if necessary to prevent disruptions to educational activities.

B. Contractor shall comply with applicable regulatory requirements for the operation of powered equipment as detailed below.

C. Equipment and impact tools shall have intake and exhaust mufflers.

D. Cooperate with the Owner if the use of noisy and vibratory equipment becomes objectionable.

E. Speakers / radios will not be permitted.

1.15 DUST AND MUD CONTROL

A. Contractor shall be responsible for controlling dust and mud during construction.

1. Execute Work by methods to minimize raising dust from construction operations.

2. Conform with applicable Federal, State and Local regulatory requirements and ordinances concerning dust control.

3. Contractor shall be responsible for additional cleaning required in in portions of the building outside of the work area that are impacted by dust and debris generated from completing work activities.
B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

C. Remove mud originating from construction site from city streets and sidewalks.

1.16 TRAFFIC CONTROL
A. Contractor: Furnish, erect and maintain sufficient warning and directional signs, barricades and warning lights and sufficient flag people to give adequate warning of construction to vehicular traffic at all times.

B. Coordinate lane closures with appropriate government agencies.

C. Maintain a minimum number of travel lanes for traffic specified by appropriate government agencies.

1.17 EXTERIOR ENCLOSURES
A. Contractor shall be responsible for exterior enclosures as detailed below.

   1. Provide temporary insulated weather-tight closures of openings in exterior surfaces to provide acceptable working conditions and protection for materials, to allow for temporary heating and maintenance of ambient temperatures identified in individual specification sections and to prevent entry of unauthorized persons. Provide doors with self-closing hardware and locks.

   2. Provide temporary roofing as required.

1.18 INTERIOR ENCLOSURES

   1. Provide temporary dust and traffic control enclosures to prevent dust and debris from entering unaltered areas and to protect the public.

   2. Certain interior enclosures shall be installed at the start of the project.

1.19 PROTECTION OF INSTALLED WORK
A. Contractor shall be responsible for protection of installed work as detailed below.

   1. Protect installed work and provide protection from damage.

   2. Provide temporary protection for installed products. Control activity in immediate work area to minimize damage.

   3. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.

   4. Protect finished floors, stairs and other surfaces from traffic, dirt, wear, damage and movement of heavy objects by protecting with durable sheet materials.

   5. Prohibit traffic from landscaped areas.

1.20 PROTECTION OF EXISTING FACILITIES
A. Contractor shall be responsible for protection of existing facilities as detailed below.

   1. Provide temporary protection for existing facilities as specified for installed work.

   2. Replace or repair pipes, conduits and conductors broken or severed as a result of construction activities by the end of the workday in which they were broken or severed.

   3. Become familiar with existing conditions of all systems to remain. Provide temporary
connections as required to maintain systems. Protect systems during construction. Provide temporary tie-in pipes, conduits and conductors as required to maintain systems completely operational during construction.

4. The trade contractor shall be responsible for the protection of tops, trunks, and root systems of existing trees and shrubs on the project site. Install planking with 2 x 4’s to 8’ minimum height to protect existing tree trunks on the project site that may be subject to construction damage. Installation of protective structure shall be made before any work is started and not removed until directed by the Owner. Alternate method is to fence around the drip lines of the trees.

Do not permit heavy equipment or stockpiles within the branch spread. No ropes, wires, cables, or other devices shall at any time be affixed to a tree or shrub so as to damage the bark, break branches, or destroy its natural shape.

The Trade Contractor shall be liable in cases of accidental damage to trees and shrubs that are to remain on the site.

The Trade Contractor shall notify the Owner immediately in cases of accidental damage so that the proper repairs can be made. Cost of such repairs will be assessed to the Trade Contractor. The Trade Contractor shall not attempt to make such repairs himself.

Evaluation of trees or shrubs damaged beyond repair shall be made on the basis of replacement cost, if replaceable, with material of equal size. In cases where it would not be possible to replace a tree with one of equal size, trees shall be evaluated on the basis on the "Shade Tree Evaluation" formula of the International Shade Tree Conference, current edition.

5. Maintain existing plumbing, mechanical, electrical, security, intercom and fire alarm systems operational at all times.

1.21 SECURITY

A. Contractor shall be responsible for the security of its own equipment and materials on the job site.

B. Provide sufficient security program and facilities to protect work, existing facilities and Owner operations within construction area from unauthorized entry, vandalism and theft.

C. Secure, maintain and protect the work, stored materials, equipment and temporary facilities until time of acceptance, or such earlier time as Owner may choose to assume such responsibility.

D. Contain and secure construction equipment and materials to satisfaction of the Owner.

E. Submit security program to Owner for review and coordination.

1.22 TEMPORARY FIRE PROTECTION

A. Provide and maintain fire extinguishers, fire hoses and other equipment necessary for fire protection.

B. Designate use and use such equipment for fire protection only.

1.23 LAWN AREAS

1. Contractor’s vehicles may not be driven into lawn areas without prior approval of the Owner. In those cases where it is necessary to drive such a vehicle or vehicles, the
Contractor shall provide planking material upon which to drive. The Contractor shall be held responsible for any damages incurred.

2. Lawn areas which are disturbed by construction shall be repaired to the satisfaction of the Owner and paid for by the Contractor.

1.24 PARKING
   A. Contractor: The contractor may utilize school parking lots during non-school hours. All other parking shall be off site.

1.25 PROGRESS CLEANING
   A. Contractor shall provide all measures to secure debris and provide dumpsters for removal from the site.
   B. Contractor shall maintain all work areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition by removing waste materials weekly or more frequently as required. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
   C. Contractor shall supply labor for a general job site cleanup each Friday. The buildings shall be brought to a broom clean condition and all debris shall be deposited in the dumpsters. Break cartons and containers down for better use of dumpsters.

1.26 STORAGE
   A. Trade contractors shall store all their materials onsite in a manner not to interfere with the work of any other trade contractor. Trade contractors shall move their stored materials as required for the work of all to proceed.

1.27 CONSTRUCTION AIDS
   A. Furnish, operate and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment required under the Contract. Include elevators, hoists, derricks and conveyances for transportation of workers and transporting and placing materials and equipment necessary for performance of the work.
   B. Maintain plant and equipment in safe and efficient operating condition. Repair damage due to defective plant and equipment and use thereof at no increase in Contract Sum.
   C. Furnish, erect, and maintain for duration of work, scaffolds, runways, guardrails, platforms and similar temporary construction necessary for the performance of work. Such facilities shall be of type and arrangement required, structurally sound and well secured.

1.28 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS
   A. Remove temporary above grade or buried utilities, materials, equipment and facilities prior to inspection at completion.
   B. Clean and repair damage caused by installation or use of temporary facilities.
   C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.29 TEMPORARY CONTROLS
   A. Temporary Construction, Equipment and Protection
1. Protection: Contractor must protect all workers and equipment from power lines and maintain safe distances and protective devices as required by OSHA.

2. Temporary construction and equipment: Temporary construction and equipment shall conform to regulations, ordinances, laws and other requirements of authorities having jurisdiction, including insurance companies, with regards to safety precautions, operation and fire hazard.

B. Pollution Control

1. Provide methods, means and facilities to prevent contamination of soil, water and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

2. Waste solvents, oils and other materials which may be harmful to people, plant life, or the environment, shall be removed from the site in containers and disposed of in accordance with applicable laws and regulations.

3. Erect, maintain and remove silt fencing and other erosion control measures as required.

C. Safety

1. Contractor shall submit Company Safety Plan 10 days after Notice of Award under the Provisions of Section 01300.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION 01500
PART 1 - GENERAL

1.1 SUMMARY
   A. Section Includes
      1. Products.
      2. Transportation and handling.
      3. Storage and protection.
   B. Related Sections
      1. Section 01400 - Quality Control: Product quality monitoring.
      2. Section 01630 - Substitutions.

1.2 PRODUCTS
   A. Products: Means new materials, machinery, components, equipment, fixtures and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
   B. Do not reuse materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
   C. Provide interchangeable components of the same manufacturer, for similar components.

1.3 TRANSPORTATION AND HANDLING
   A. Transport and handle products in accordance with manufacturer's instructions.
   B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
   C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION
   A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
   B. For exterior storage of fabricated products, place on sloped supports, above ground.
   C. Provide off-site storage and protection when site does not permit on-site storage or protection.
   D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
   E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
   F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement or damage.
   G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contractor’s options in selection of products.
B. Requests for substitution of products.

1.2 RELATED SECTIONS

B. Document 00800 - Supplementary Conditions
C. Section 01040 - Coordination: Applicability of specified reference standards; coordination of construction.
D. Section 01300 - Submittals: Proposed products list; product data submittals.
E. Section 01700 - Contract Closeout: Record documents operation and maintenance data.

1.3 OPTIONS (Based on scope of project and products specified for use, review listed options below and coordinate with General Conditions 3.11.4.)

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.
C. Products Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications; no substitutions of products by other manufacturers allowed.
D. Products Specified by Naming Only One Manufacturer: No option due to necessity to match existing products or systems; no substitutions allowed.

1.4 LIMITATIONS ON SUBSTITUTIONS

A. Requests for substitutions of products will be considered only during the bid period per G.C. - 35. Subsequent requests will be considered only in case of product unavailability or other conditions beyond control of Contractor.
B. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request, when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
C. Substitute products shall not be ordered or installed without written acceptance.
D. Only one request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
E. Architect and Owner will determine acceptability of substitutions.
F. Substitutions shall not extend the contract completion date.

1.5 REQUESTS FOR SUBSTITUTIONS

A. Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
B. Identify product by Specifications section and Article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers, as appropriate.

C. Attach product data as specified in Section 01300.

D. List similar projects using product, dates of installation and names of Architect/Engineer and Owner.

E. Give itemized comparison of proposed substitution with specified product, listing variations and reference to Specifications section and Article numbers.

F. Give quality and performance comparison between proposed substitution and the specified product.

G. Give cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.

H. List availability of maintenance services and replacement materials.

I. State effect of substitution on construction schedule and changes required in other work or products.

J. State if use of proposed substitutions is subject to payment of license fee or royalty.

K. Submit sample of manufacturer's standard form of guarantee or warranty for proposed substitution.

1.6 CONTRACTOR REPRESENTATION

A. Request for substitution constitutes a representation that Contractor:
   1. Has investigated proposed product and has determined that it is equal to or superior in all respects to specified product or that the cost reduction offered is ample justification for accepting the offered substitution.
   2. Will provide same warranty for substitution as for specified product.
   3. Will coordinate installation of accepted substitute, making such changes as may be required for work to be complete in all respects.
   4. Will pay additional costs generated by an accepted substitution, including the cost of the Architect's additional services associated with reviewing and incorporating the substitution.

B. Contractor certifies that:
   1. Cost data presented is complete and includes all related costs under this Contract.
   2. Substitution is in full compliance with the Contract Documents and applicable regulatory requirements.

C. Contractor waives claims for additional costs related to substitution which may later become apparent.

1.7 SUBMITTAL PROCEDURES

A. Submit three copies of request for substitution.

B. Requests for substitutions will be reviewed and Contractor notified in writing of Owner’s decision to accept or reject requested substitution no later than five (5) calendar days before bid.
GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

C. For accepted products, submit shop drawings, product data and samples under provisions of Section 01300.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.
To:  Angelo Architectural Associates, LLC  
12314 Ridgeview Drive  
Urbandale, IA 50323

PROJECT:  PROJECT NAME

Email:  Mark Thiessen – mthiessena1@mchsi.com

We hereby submit for your consideration the following product as substitute for specified item for the above project:

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
<th>Paragraph/Line</th>
<th>Specified Item</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Proposed Substitution:

Attach complete product description, drawings, photographs, performance and test data, warranty, information and other information necessary for evaluation. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to building design or drawing dimensions in order to properly install proposed substitution? Yes __ No __. If yes, explain.

___________________________________________________________________________

B. Will the undersigned pay for changes to the building design, including engineering and drawings costs, caused by requested substitution? Yes __ No __.

C. Differences between proposed substitution and specified item. ____________________________

___________________________________________________________________________

D. What affect does substitution have on other trades? ____________________________

___________________________________________________________________________

E. Does manufacturer's warranty of the proposed substitution differ from that specified?  
   Yes __ No __.
   If yes, explain ____________________________

___________________________________________________________________________

January 26, 2004
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Starting systems.
B. Demonstration and instructions.

1.2 RELATED SECTIONS

A. Section 01400 - Quality Control: Manufacturers field reports.
B. Section 01700 - Contract Closeout.

1.3 STARTING SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.
B. Notify Owner’s Representative seven days prior to start-up of each item.
C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence or other conditions which may cause damage.
D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
E. Verify wiring and support components for equipment are complete and tested.
F. Execute start-up under supervision of responsible manufacturer’s technical representative in accordance with manufacturers' instructions.
G. When specified in individual specifications sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
H. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

1.4 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
B. Demonstrate Project equipment and instruct in a classroom environment located at the site and instructed by a qualified representative who is knowledgeable about the Project.
C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail, to explain all aspects of operation and maintenance.
D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance and shutdown of each item of equipment at scheduled times, at designated location.
E. All demonstrations and training sessions of equipment/products/systems by qualified personnel shall be video recorded by the Contractor. Two copies of the video recording shall be turned over to the Owner's Representative.
F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION 01650
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.
B. Final cleaning.
C. Adjusting.
D. Project Record Documents.
E. Operation and maintenance data.
F. Instruction of District personnel.
G. Warranties and bonds.
H. Certification of Asbestos-Free Construction.
I. Spare parts and maintenance materials.
J. Restoration of damaged work.
K. Remedial work.
L. Keys

1.2 RELATED SECTIONS

A. Section 01040 - Project Meetings
B. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning
C. Section 01650 - Commissioning of Systems
D. Document 00700 – General Conditions

1.3 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and work is complete in accordance with Contract Documents and ready for Architect’s inspection.
B. Provide submittals to Architect required by governing or other authorities.
C. At the conclusion of the work and before final payment is made, furnish to the Owner a list with the names, contact persons, addresses and telephone numbers, of all the subcontractors and material suppliers who furnished labor and materials on the project. The list shall include identification of the services rendered and of the materials provided by each subcontractor.
D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. Deliver Project Record Documents, Warranties and Bonds, Certification of Asbestos-Free Construction, Spare Parts and Maintenance Materials, final Operation and Maintenance Data at one time with final Application for Payment, and full releases from all subcontractors and suppliers.

1.4 FINAL CLEANING

A. Contractor shall perform the following cleaning:
   1. Execute cleaning prior to final inspection.
2. Comply with applicable regulatory requirements during cleaning and disposal operations.

3. Use cleaning materials which will not create hazards to health or property or cause damage to products or work.

4. Use cleaning materials and methods recommended by the manufacturers of the products to be cleaned.

5. Schedule operations to prevent dust and other contaminants resulting from cleaning operations from adhering to wet or newly finished surfaces.

6. Remove grease, stains, fingerprints, labels, spilled and spattered materials and other foreign materials from interior and exterior surfaces exposed to view including glazing.

7. Remove waste and surplus materials and rubbish from the site.

8. Leave areas which have been entered during the course of the work in a neat condition, free from debris, weeds and material not called for in the Construction Documents.

9. Wash and clean interior and exterior glass and window frames.

B. Contractor shall perform final cleaning of the equipment installation. This cleanup will include:

1. Wash and shine and polish glossy surfaces to a clear shine.

2. Vacuum and wipe insides of casework.

3. Vacuum and mop floor

4. Clean equipment and fixtures to a sanitary condition.

5. Clean new and existing surfaces, equipment and fixtures within project area.

1.5 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of the following record documents; record actual revisions to the work:


2. Specifications.

3. Addenda.

4. Change Orders and other modifications to the Contract.

5. Reviewed shop drawings, product data and samples.

6. Construction schedule.

B. Store Record Documents separate from documents used for construction. Label each document "Project Record" in neat, large printed letters. Do not use Project Record Documents for construction.

C. Maintain Project Record Documents in a clean dry, legible condition and in good order.
D. Record information concurrent with construction progress. Do not conceal any work until required information is recorded.

E. Record information initially on set of opaque Drawings and in a copy of Project Manual provided by the District. Transfer information from opaque Drawings to reproducible Drawings provided by the District.

F. Make Project Record Documents available to Owner’s Representative, and Architect at all times.

G. Architect will review Project Record Documents at each billing meeting. Status of Project Record Documents will be considered in evaluating proposed monthly billings.

H. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer’s name, the product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by addenda and modifications.

I. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Changes made by addenda and modifications.
   3. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements such as column lines and walls.

   4. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
   5. Measured locations of items, not necessarily concealed, which have been changed from locations shown on Contract Documents.
   6. Deviations from sizes, locations, and other features of installations shown in the Contract Documents.
   7. Details not on original Contract Drawings.

J. Construction Schedule: Submit a Final Construction Progress Schedule based on the latest, updated progress revised to indicate actual dates and durations of the various construction activities.

K. Submit documents to Owner’s Representative with final Application for Payment. Provide in format as acceptable to Architect.

1.7 OPERATION AND MAINTENANCE DATA

A. Operations and maintenance manuals shall be submitted in an electronic PDF format on a disc.

B. Prepare covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of project and subject matter of if multiple discs are required.

C. Internally subdivide the contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Contents: Prepare a Table of Contents for each product or system description identified.
E. Part 1: Directory, listing names, addresses and telephone numbers of Architect, Engineer, Contractor, Subcontractors and major equipment suppliers.

F. Part 2: Operation and maintenance instructions arranged by specification section. For each category identify names, addresses and telephone numbers of Subcontractors and suppliers. Identify the following:

1. Manufacturer's trade or brand name, catalog or model number and, where applicable, serial number,
2. Significant design criteria.
3. List of equipment.
4. Parts list for each component.
5. Operating instructions.
6. Maintenance instructions for equipment and systems.
7. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

G. Part 3: Project documents and certificates, including the following:

1. Approved copies of shop drawings and product data.
2. Air and water balance reports.
3. Certificates.
4. Photocopies of warranties and bonds.

H. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with Architect comments. Revise content of documents as required prior to final submittal.

I. Submit final volumes revised, with final Application for Payment.

J. Provide data where specified in individual sections.

1.8 INSTRUCTION OF DISTRICT'S PERSONNEL

A. Where specified in individual specification sections, furnish qualified personnel for on-the-job instruction of the Owner's operation and maintenance personnel in accordance with section 01650.

B. Furnish instruction including special start-ups and running time prior to occupancy of subject areas. Furnish at no additional cost to Owner.

1.9 WARRANTIES AND BONDS

A. Warrant the entire work against defects in materials and workmanship for 12 months from date of acceptance. In addition, warrant or bond work as required in the individual specification sections.

B. Warranties between Contractor and manufacturers and between Contractor and suppliers shall not affect warranties between the Contractor and the District.

C. Submit warranties typed on the Contractor's letterhead if for the entire work and on the subcontractor's letterhead if for the work of a specification section. Use the form in Section 01710.
D. Provide original and two (2), notarized copies. Execute and assemble documents from subcontractors, suppliers and manufacturers. Verify compliance with Contract Documents. Provide table of contents and assemble in binder with durable plastic cover. Identify on or readable through the front cover with the PROJECT NAME and address, the Contractor's name and address and the title 'WARRANTIES AND BONDS.'

E. Submit all material with final Application for Payment. For equipment put into use with Owner's permission during construction, submit within ten days after first operation. For items of work delayed beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.10 CERTIFICATION OF ASBESTOS-FREE CONSTRUCTION
A. Certify that no materials containing asbestos were incorporated into the construction of work of the Contract.
B. Submit certification typed on Contractor's letterhead. Identify the project by name, address, District Job Number. See Section 01710 for form.

1.11 SPARE PARTS AND MAINTENANCE MATERIALS
A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
B. Deliver to project site prior to final payment and place in location as directed by Owner's Representative/Owner; obtain receipt.

1.12 RESTORATION OF DAMAGED WORK
A. Restore or replace, as specified or directed by the Architect, materials or finishes damaged from movement of equipment or other operations at no additional expense to the District.
B. Restore to match original work. Finishes shall match appearance of original adjacent work.

1.13 REMEDIAL WORK
A. Perform remedial work necessary due to faulty workmanship or materials at no additional expense to the District.
B. Coordinate remedial work with District. Perform at such time and in such manner to cause minimal interruption and inconvenience to the District's operation.

1.14 SERVICE AND MAINTENANCE CONTRACTS [for elevators, etc.]
A. Compile, review and submit specified service and maintenance contracts.
B. Provide in PDF format titled 'SERVICE AND MAINTENANCE CONTRACTS.'
C. Submit with warranties and bonds.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION 01700
PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Procedures
B. Values of Closeout Requirements
C. Forms

1.2 RELATED SECTIONS
A. Document 00700 – General Conditions of the Contract
B. Section 01700 - Contract Closeout
C. Section 01710 – Contract Closeout Forms

1.3 PROCEDURES
A. In compliance with Chapter 38 Section 13 of the Iowa Code the Owner allows for the Contractor to request the early release of retained funds.
B. Prior to Owner’s release of any retained funds, the Contractor shall submit the following forms:
   1. Request for Release of Retained Funds (Section 01705 – Page 2)
   2. Notice of Contractor’s Request for Early Release of Retained Funds (Section 01705 – Page 3) (This form is to be completed by all subcontractors, sub-subcontractors and suppliers on the Project).
   3. Consent of Surety to Early Release of Retained Funds (Section 01705 – Page 4)

1.4 VALUES OF CLOSEOUT REQUIREMENTS
A. The Owner has established monetary values of closeout requirements for this Project. The Owner will retain funds equal to 200% of the value of any of the following items that are not complete at the time of the request for release of retained funds. This is in addition to funds retained for incomplete construction and punch list items.
   1. Project Record Documents (Section 01700 – Section 1.6) Value $2,000.00
   2. Operation and Maintenance Data (Section 01700 – Section 1.7) Value $2,000.00

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used
REQUEST FOR RELEASE OF RETAINED FUNDS

OWNER

TO:  
Des Moines Independent
Community School District
2100 Fleur Drive
Des Moines, IA  50321

PROJECT: __________________________________________

FROM: _______________________________________________(Contractor)

This is to certify that I, ______________________________________, am an authorized official of working in the capacity of ___________________________ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Contract:

On __________________________, the project described above was designated substantially complete as provided for by Chapter 38 of the Iowa Code. As of __________________________, the total amount retained by the Owner on this Contract is $________________________.

Pursuant to Iowa Code Chapter 38, Contractor is now making this formal request for the release of all / part (circle one) of the retained funds currently being withheld by the Owner on this Contract.

I know of my own personal knowledge, and do hereby certify, that at least ten (10) calendar days prior to filing this Request for Release of Retained Funds with the Owner, the required notice was given by the Contractor to all known subcontractors, sub-sub-contractors and suppliers on the Project that the Contractor was requesting the early release of retained funds. A signed copy of each said notice is attached hereto.

Notwithstanding this Request for Release for the Retained Funds, the Owner will continue to retain, as applicable:

   a. an amount equal to 200% of the value of labor or 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, as determined by the Owner through its authorized contract representative.

   b. an amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of this Request or as otherwise authorized by Iowa Code Chapter 573 Upon review by the Owner of this Request, any Chapter 573 claims on file, and the status of any work or materials still remaining to be provided on the Project, the Owner shall release all applicable retained funds at its next regularly scheduled board meeting or within thirty (30) days, whichever is less. The Contractor shall release the paid retained funds to the subcontractors and suppliers in the same manner as retained funds are released to the Contractor by the Owner. Each subcontractor shall pass through to each lower tier subcontractor or supplier all retained fund payments from the Contractor in the same manner.

If the Owner does not release all funds requested by the Contractor, Owner shall provide an itemization and/or reason(s) for the non-release to the Contractor within thirty (30) days of the Contractor’s request.

________________________________________________________________________
CONTRACTOR   BY   DATE

STATE OF IOWA, ______________________ COUNTY, ss:

Subscribed and sworn to before me by the said ______________________ on this ___________ day of ________, 202____.

________________________________________________________
Notary Public in and for the State of Iowa
NOTICE OF CONTRACTOR’S REQUEST FOR EARLY RELEASE OF RETAINED FUNDS

PART A - NOTICE:
You are hereby notified that __________(Contractor)__________ will be requesting an early release of funds on a public improvement designated as ______(Name of Project)_______ for which you have or may have provided labor or materials. The request will be made pursuant to Iowa Code section 38.13. The request may be filed with the Des Moines Independent Community School District after ten calendar days from the date of this notice. The purpose of the request is to have the Des Moines Independent Community School District release and pay funds for all work that has been performed and charged to Des Moines Independent Community School District as of the date of this notice. This notice is provided in accordance with Iowa Code section 38.13.

This Notice was sent by ____ (Contractor)____ on ____________, 202__.

This Notice was received by ___________________________ on ____________, 202__.

______________________________
(Signature of Receiver)

PART B – SWORN STATEMENT:
The total aggregate value of our agreement, purchase order or Work on this Project to date is $__________________, of which we acknowledge receipt of total payments to date of $__________________.

The below stated entity, as a Subcontractor, Sub-Subcontractor and/or Supplier attests and certifies the amounts entered above are correct as of the date of this Affidavit, and: 1) that it has received Notice from the Prime Contractor that it intends to apply for partial (or full) Release of Retained Funds and/or Final Payment for the Project, 2) that it is current in payments received to date on this project, 3) that, as of this date, is not aware of any potential claims against the Project or the Owner, and 4) that it will submit all required final closeout substantiation and documents as required by the project documents for its area of the work within sixty calendar days.

______________________________  ______________________
( Entity)                           ( Date)
CONSENT OF SURETY FOR RELEASE OF RETAINED FUNDS

TO OWNER: Des Moines Independent Community School District
PROJECT NO.:

PROJECT:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor for the above project, the , SURETY, on bond number dated hereby approves of the release of retained funds of the Contractor as authorized by law, and agrees that the release of retained funds to the Contractor shall not relieve the Surety of any of its obligations to Des Moines Independent Community School District, 2100 Fleur Drive, Des Moines, Iowa, 50321, OWNER, as set forth in said Surety’s bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

Surety

Signature of authorized representative

ATTEST:

(Seal): Printed name and title

END OF SECTION 01705
CONTRACTOR’S CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER
TO: Des Moines Independent Community School District
    2100 Fleur Drive
    Des Moines, IA 50321

ARCHITECT
TO: Angelo Architectural Associates, LLC
    12314 Ridgeview Drive
    Urbandale, IA 50323

PROJECT: ____________________________
FROM: ____________________________ (Contractor)

This is to certify that I, ____________________________, am an authorized official of _____________________________ working in the capacity of ____________________________ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed in accordance with, and in conformity to, the contract drawings and specifications. A list of all incomplete work is attached.

The Contractor hereby releases the Owner and its agents from all claims of and liability to the Contractor for anything done or furnished for or relating to the work, as specified in the Project Manual, except demands against the Owner for the remainder of progress payments retained to date, and unresolved written claims prior to this date.

The contract work is now substantially complete, ready for its intended use, and ready for your inspection.

A list of items to be completed or corrected is attached hereto. 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.

The Contractor will complete or correct the work on the list of items attached hereto within _______________ days from the above date of Completion.

__________________________ By ________________ Date ___
Contractor

__________________________ By ________________ Date ___
Architect

The Owner accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at ______________(time) on _________________(date), which is also the date of commencement of applicable warranties required by the contract documents, except as stated below:

__________________________ By ________________ Date ___
Des Moines Independent Community School District

This Document shall not become Valid until signed by the Contractor, Architect, and Owner.
CERTIFICATE OF FINAL ACCEPTANCE

PROJECT: GOODRELL MIDDLE SCHOOL – EXTERIOR RESTORATION PROJECT

PROJECT NO:

CONTRACT DATED:

FROM: OWNER: Des Moines Independent Community School District
2100 Fleur Drive
Des Moines, IA 50321

TO CONTRACTOR:

The Work performed under this contract has been reviewed and found, to the Owner’s Representative’s and Architect’s best knowledge, information and belief, to be complete, based on the Owner’s Representative’s and Architect’s on-site observations, inspections, and data gathered. The date of completion of the Project or portion thereof designated above is hereby established as

__________________________________________  By  ____________________________  ___________________________
Contractor

__________________________________________  By  ____________________________  ___________________________
Architect

The Owner accepts the work or designated portion thereof as complete and will assume full acceptance thereof at ________________ (time) on ________________ (date).

DMPS Facility Management

__________________________________________  By  ____________________________  ___________________________
Des Moines Independent Community Scho District

This Document shall not become Valid until signed by the Contractor, Architect, and Owner.
FINAL WAIVER AND RELEASE OF CLAIMS

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by Des Moines Independent Community School District to furnish labor and materials for (A) ________________ for the _____________________________ School in the City of Des Moines, County of Polk, State of Iowa, of which the Des Moines Independent Community School District is the Owner.

NOW THEREFORE, this ______ day of ___________, 20___, for and in consideration of the sum of (B) ____________________________ dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any claims*, liens, rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other consideration due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(C)

____________________________________
(Name of sole ownership, corporation, or partnership)

____________________________________
(Signature of Authorized Representative)

____________________________________
(Title)

INSTRUCTIONS FOR FINAL WAIVER:

(A) Fill in nature and extent of work, strike the word labor or the word materials if not in your contract.

(B) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.

(C) If waiver is for a corporation name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

* The word claims as used herein shall include 573 Claims, Stop Orders, Stop Notices, or Freeze Orders on monies or other consideration of the Owner which are due or to become due on the Contract referenced above.
CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: Des Moines Independent Community School District
2100 Fleur Drive
Des Moines, IA 50321

PROJECT NO:

PROJECT:

________________________________________
Surety

________________________________________
Signature of authorized representative

ATTEST:

(Seal):

Printed name and title

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the ____________________________,
SURETY, on bond of ____________________________,
CONTRACTOR,
hereby approves of the final payment of the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to Des Moines Independent Community School District, 2100 Fleur Drive, Des Moines, Iowa, 50321, OWNER, as set forth in said Surety’s bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

________________________________________
Surety

________________________________________
Signature of authorized representative

(Seal):

Printed name and title
CONTRACTOR’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND RELEASE OF CLAIMS

TO OWNER: Des Moines Independent Community School District
2100 Fleur Drive
Des Moines, IA 50321

PROJECT NO: ____________________________

PROJECT: ____________________________

STATE OF: Iowa
COUNTY OF: Polk

The undersigned hereby certifies, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the Owner or Owner’s property might in any way be held responsible or encumbered.

EXCEPTIONS:

The undersigned hereby further certifies that to the best of the undersigned’s knowledge, information and belief, except as listed below, the Release of Claims attached hereto include the Contractor, all subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have 573 claims, or encumbrances or the right to assert claims or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
SUPPORTING DOCUMENTS ATTACHED

HERETO:
1. Consent of Surety to Final Payment. DMPSFM-640

BY: __________________________
   Signature of authorized representative

Indicate attachment: yes no

The following supporting documents are attached:
1. Contractor’s Waiver and Release of Claims
2. Separate Waiver and Releases of Claims from Subcontractors and material and equipment suppliers accompanied by a list thereof.

Subscribed and sworn before me on this date

Notary Public

My Commission Expires
ARCHITECT’S CERTIFICATE OF SPECIFICATIONS

TO OWNER:  Director, Facility Management  PROJECT NO:
Des Moines Independent Community  CONTRACT FOR:
School District  
2100 Fleur Drive  
Des Moines, IA  50321

The undersigned hereby certifies as follows:

1. The above referenced Project is finally completed; and

2. No asbestos or asbestos-containing material was specified as a building material in any Construction Documents for the Project; and

3. To the best of my knowledge, no asbestos or asbestos-containing material was used as a building material in the Project.

__________________________________________
Architect

__________________________________________
Date

__________________________________________
Subscribed and sworn before me on this date

__________________________________________
Notary Public

__________________________________________
My Commission Expires
HAZARDOUS MATERIALS STATEMENT

THE FORM BELOW IS FURNISHED FOR THE CONVENIENCE OF EQUIPMENT OR MATERIALS MANUFACTURERS, DISTRIBUTORS, SUPPLIERS AND THE CONTRACTOR AND MAY BE REPRODUCED AS NECESSARY TO COMPLY WITH SUBMITTAL DOCUMENTATION AS DEFINED IN "SUPPLEMENTARY CONDITIONS".

I, ______________________________ (Name) ______________________________ (Title) of ______________________________ do hereby declare that in completing the work of the Bid # ______________________________ for project ______________________________ at ______________________________ school, no manufactured materials assembly/device or item of construction will contain, or in itself is composed of, any materials listed (by Federal or State EPA or Federal or State health agencies) as a hazardous material.

Name __________________________________________

Title __________________________________________

Date __________________________________________

Subscribed and sworn before me on this date __________________________________________

Notary Public __________________________________________

My Commission Expires __________________________________________

THIS STATEMENT MUST BE NOTARIZED
WARRANTY FOR

We hereby warrant that the ____________________________ which we have provided in the ____________________________ has been completed in accordance with the requirements of Specification Section(s) ____________________________ and the Contract Documents.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of ____________________________ from the date of acceptance of the above named project by the Owner; and we also agree to repair any and all damages resulting from such defects, all without additional expense to the Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within 30 days after being notified in writing by the Owner, we collectively or separately do hereby authorize the Owner to proceed to have such defective work repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

Signed: ____________________________ Date: ____________________________
Subcontractor's name:
Address:
License Number:

Countersigned: ____________________________ Date ____________________________
Contractors name:
Address:
License Number:

or
Manufacturer's Name
Address:

OR
Signed: ____________________________ Date: ____________________________
Contractors name:
Address:
License Number:

THIS STATEMENT MUST BE NOTARIZED.

END OF SECTION 01710
PART 1  GENERAL

1.01  SECTION INCLUDES

A.  Protection of existing building and structures.

B.  Coordination of Owner provided Contractor installed Temporary Site Construction Fencing.

C.  Dust Control and Fume Control.

D.  Contractor to install all temporary barricades to keep Public safe from cranes and lift hazards and over three front entries.

E.  Removal and code compliance disposal of all existing components to be removed from the project, including cracked brick, concrete block, stone, flashings, any misc. items removed from project.

F.  Project Schedule and Sequencing

1.02  RATED SECTIONS

A.  Division 0 & 1: Administrative Requirements

B.  Section 02900 – Landscaping: Protection and repair of existing landscaping.

C.  Section 04500 – Masonry Repair & Restoration.

1.03  REGULATIONS

A.  Comply with all City of Des Moines Traffic Department for Hauling and Disposing of existing and new masonry restoration materials at all times throughout the entire project.

B.  Comply with all City of Des Moines Special Inspection requirements for inspection of all structural components. Owner will pay for all inspections and hire Independent Testing Company, contractor to coordinate with Testing & Inspection Company.

PART 2  PRODUCTS

2.01  MATERIALS

A.  Contractor furnished and installed Construction fence: Coordinate with Owner for location of 6'-0" high chain link fence with gates around construction site staging area including a minimum of 1 gate.

B.  Temporary fences and barricades per OSHA and City of Des Moines Requirements.

C.  Steel scaffolding and 3/4” plywood sheathing of for entrance protection, for enter and exiting the all exterior building entrances.
PART 3 INSTALLATIONS

3.01 SECTION INCLUDES

A. Install temporary barricades to protect Students, Teachers, Staff, Parents & Public Visits from open hazards of the operations. Coordinate owner installed construction fence location.

B. Contractor will be required to clean soil or debris off City of Des Moines streets if material is determined to be from this project as required to satisfy the Traffic Department requirements.

C. Contractor Staging Area: The contractor shall have a staging area in the north parking lot area just north of school building. Refer to Site Plan for location. The owner will provide and contractor shall install and maintain security fencing around designated staging areas as required by the contractor.

D. Contractor shall dismantle the construction fence at end of the project. Contractor shall restore existing damaged lawn area and rework existing grade for placement of new sodding of lawn where the lawn has died due to this restoration project. Contractor shall replace any damaged paving to match existing paving slope and thickness.

E. Project Coordination: The contractor shall coordinate with the School Staff and Building Manager to coordinate project sequencing of work locations on the project to provide the safest and the least disruption to school and business operations.

F. Only the noisy work such as cutting new control joints and saw-cutting and removing cracked or spalled brick must be done before or after school hours or on weekends.

G. See Section 00210 Schedules & Liquated Damages for Project Schedule.

END OF SECTION 02100
PART 1   GENERAL

1.01  SECTION INCLUDES

   A.  New black dirt topsoil for backfilling restoring existing lawn and landscape areas the have depression in the lawn due to lifts and equipment that have been drive over the lawn. The Roosevelt West façade has a nice lawn that if ruts and dead lawn occurs due to work on this project, the depression or ruts shall be filled and new sod placed and water by contractor until established.

   B.  Consolidation and compaction of new topsoil.

1.02  RELATED SECTIONS

   A.  Section 02900: Sodding: Prep black dirt topsoil for sodding.

1.03  REFERENCES


   C.  ANSI/ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.

PART 2   PRODUCTS

2.01  FILL MATERIALS

   A.  Topsoil: Black Dirt topsoil free of rocks, roots and clay.

PART 3   EXECUTION

3.01  EXAMINATION

   A.  Verify that all off-site topsoil is acceptable to the Owner and Architect.

   B.  Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

   C.  Report in writing to Architect’s prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

   D.  By beginning Work, Contractor accepts existing conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.
3.02 PREPARATION

A. Generally, rework and compact existing sub-grade to density requirements for adequate bearing for new topsoil.

B. Compact topsoil to 75 percent of its maximum dry density in accordance with ANSI/ASTM D698.

3.03 COMPACTION & BACKFILLING

A. Employ a placement method that does not disturb existing lawn to remain.

B. Slope soil away from building minimum 2 inches in 10 feet or blend into existing surrounding grades.

C. Make grade changes gradual. Blend slope into level areas.

D. Backfill areas to contours and elevations with unfrozen materials.

E. Remove surplus backfill materials from site.

3.04 TOLERANCES

A. Topsoil: Plus or minus one inch from matching existing surrounding grades.

3.05 GRADING

A. Site Finish Grading: Finish grade site area disturb by restoration contractor outside of building pad and paving areas to contours and elevations with unfrozen materials with Type ‘A’ soil to 75\% of its maximum dry density to within 1/2”+/- of finished grade elevations to blend with the existing surrounding grades prior to the project.

3.06 EXCESS EARTH:

A. Excess earth to be removed from the site.

END OF SECTION 02200
PART 1   GENERAL

1.01   SECTION INCLUDES

A. Top Soil Preparation where new sod is required to be installed at all non-paved or landscaped areas of site as shown on drawings.

B. Sod the entire disturbed or rutted lawn areas to blend with undamaged lawn area. No mesh is allowed on back of any new sod. If sod is installed with mesh the sod will need to be undone and mesh removed and sod replaced without mesh.

C. Maintenance of sod until sod is established but a minimum of 60 days past installation.

D. Protection of new and existing landscaping, building and paving from damage.

1.02   RELATED SECTIONS

A. Section 02100 – Excavation: Excavate and remove any unsatisfactory sub-grade soil to within 6” of finished grade or existing lawn surface for new 6” top soil where new sod installation is required.

B. Section 02200 – Earth Work: Install a minimum of 6” thick new imported or existing stockpiled black dirt topsoil. Compaction of existing sub-grade and compaction of new sub-grade fill materials as required in Section 02200.

1.03   REFERENCES

A. FS O-F-241 - Fertilizers, Mixed, Commercial.


1.04   DEFINITIONS


B. Plants: Living trees, plants, and ground cover specified in this Section and described in ANSI Z60.

1.05   MAINTENANCE DATA

A. Submit under provisions of Section 01700.

B. Maintenance Data: Include maintenance instructions, cutting and trimming method; types, application frequency, and recommended coverage of fertilizer.

1.06   REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer and herbicide composition.
B. Provide certificate of compliance from authority having jurisdiction indicating approval of plants and fertilizer mixture.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver sod immediately prior to placement. Keep sod moist.

B. Deliver sod in rolls. Protect exposed roots from dehydration.

C. Do not deliver sod that can be laid by end of the same day the sod is cut and delivered.

1.09 ENVIRONMENTAL REQUIREMENTS

A. Do not install sod when ambient temperatures may drop below 35 degrees F or above 90 degrees F.

1.10 COORDINATION

A. Coordinate work under provisions of Section 01300.

1.11 MAINTENANCE SERVICE

A. Maintain sod until established or Substantial Completion but for at least a minimum of 60 days after installed.

PART 2 PRODUCTS

2.01 SOD

A. Sod: ASPA field grown grade; cultivated grass sod; type Kentucky Blue Grass with fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per 1,000 S.F.

B. Harvest Sod: Machine cut sod in accordance with ASPA guidelines.

C. No plastic mesh allowed on back any new sod.

2.02 SOIL MATERIALS

A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 5.4 and maximum 7.0.

2.03 SOIL AMENDMENT MATERIALS

A. Fertilizer: As recommended by growers.

B. Water: Clean, fresh and free of substances or matter, which could inhibit vigorous growth of plants.
PART 3  EXECUTION

3.01  EXAMINATION

A. Verify that prepared subsoil is ready to receive work of this section.

3.02  PREPARATION OF SUBSOIL

A. Prepare subsoil to eliminate uneven areas. Maintain profiles and contours.

B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated subsoil.

C. Scarify subsoil to a depth of 4 inches where sod is to be placed in damaged areas. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

D. Install 6 inches minimum thickness of black dirt topsoil where all new sod shall be installed at all disturbed existing lawn areas cause by this project or as indicated on Drawings.

3.03  FINAL TOPSOIL PREPARATION

A. Rake topsoil smooth and remove all rocks larger than 1/2” in diameter and any roots or branches.

B. Level topsoil for smooth uniform grade.

C. Cut new grade at existing lawn area down 2” so that new sod will blend with the existing lawn when installed.

D. Top soil adjoining all new and existing paving should be rake 1” to 1 1/2” lower than the top of all paving so that when sod is installed if is not higher than the paving.

3.04  LAYING SOD

A. Moisten prepared black dirt surface immediately prior to laying sod.

B. Lay sod immediately after delivered to prevent deterioration.

C. Lay sod tight with no open joints visible and no overlapping. Stagger end joints 12” minimum. Do not stretch or overlap sod pieces.

D. Lay smooth, align with adjoining grass areas.

E. Stake all sod as required holding sod in place on all slopes steeper than 1:4 slope.

3.05  MAINTENANCE
A. Water sod twice a daily for the first two weeks and once a day thereafter minimum until the sod is established on its own and is knitted down to the soil a minimum of 60 days. Owner shall pay for all water provided for the project.

B. Neatly trim sod or mow sod as necessary until 60 days past new sod installation.

C. Immediately remove clippings after trimming.

D. Water to prevent sod from drying out and dying.

E. Control growth of weeds. Apply herbicides in accordance with manufacturer’s instructions. Remedy damage resulting from improper use of herbicides.

END OF SECTION 02900
PART 1    GENERAL

1.01    SECTION INCLUDES

  A.  Cast-in-place concrete for concrete flume.
  B.  Formwork, shoring, bracing, and anchorage.
  C.  Substantially wetting sub-grade the night prior to placing concrete and just prior to placing concrete.
  D.  Concrete reinforcement and accessories as required.
  E.  Coordinate with Owner provided Independent Testing & Inspection Company.

1.02    RELATED SECTIONS

  A.  Section 01400 - Quality Control: Concrete testing.
  B.  Section 02100 – Excavation: Coordinate the removal of required existing top soil and sub-grade to properly prep soils below new concrete site paving.
  D.  Section 02200 – Backfilling & Earthwork: Provide required sub-grade preparation, backfilling and compaction as required for proper earthwork stabilization and compaction to 95% compacted density for cohesive soil or 98% for non-cohesive soil.

1.03    REFERENCES

  A.  ACI 301 - Specifications of Structural Concrete for Buildings.
  B.  ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
  C.  ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement.
  D.  ASTM C33 - Concrete Aggregates.
  E.  ASTM C94 - Ready-Mixed Concrete.
  F.  ASTM C150 - Portland Cement.
  G.  ASTM C260 - Air Entraining Admixtures for Concrete.
  H.  ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
  I.  ASTM D2103 - Polyethylene Film and Sheeting.
  J.  FS TT-C-800 - Curing Compound, Concrete, for New and Existing Surfaces.

1.04    QUALITY ASSURANCE

  A.  Perform work in accordance with ACI 301.
B. Maintain copy of ACI 301 on site.

PART 2 PRODUCTS

2.01 FORM MATERIALS

A. Conform to ACI 301.

2.02 REINFORCING STEEL

A. Reinforcing Steel: ASTM A615, 60 ksi yield grade billet steel deformed bars; green epoxy coated finish.
   1. #4 Rebar Dowel as shown on drawings.

2.03 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
   1. Portland Cement: ASTM C 150, Type I, Contractor may supplement with the following:
      a. Fly Ash: ASTM C 618, Class C. Limit use of Fly-Ash to not exceed 15% of cement content by weight.

B. Normal-Weight Aggregates: ASTM C 33, Class 3i coarse aggregate or better, graded. Provide aggregates from a single source. Provide limestone aggregate for all concrete.
   1. Natural sand fine aggregate and crushed limestone coarse aggregate: ASTM C33, clear, hard, durable and uncoated. Limit amounts of objectionable and deleterious materials per Iowa Department of Transportation standard specifications for highway and bridge construction, series 2009, sections 4110, 4112, and 4115 for clay, coal, carbonaceous shale and chert. Aggregate shall meet IDOT specification 4115.01 for class 3i durability and 4115.01 for abrasion and objectionable materials. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing substances. All exterior slab on grade concrete shall use aggregate from a source that has a successful history of producing concrete with little to no side effects related to particle pop-outs in paving applications.
   2. All aggregate to comply with IDOT Section 4112 and 4115 of standard specification for highway construction.

C. Cement: ASTM C150, normal - Type 1 Portland, grey color.

D. Fine and Coarse Aggregates: ASTM C33.
   1. Exterior Paving and Walks: Limestone aggregate 3/4” maximum size.

E. Water: Clean and not detrimental to concrete.

F. Air Entrainment Admixture: ASTM C260. Use when concrete is exposed to freeze-thaw conditions. Provide Air Entrainment from 3% minimum to 6% maximum.
2.04 ACCESSORIES

A. Joint Filler: ANSI/ASTM D1752, closed cell polyethylene, resiliency recovery of 95 percent if not compressed more than 50 percent of original thickness, manufactured by:
   - W.R. Meadows: Rescor
   - Sealed Air Corporation: Cellu Joint
   - Sonneborn: Vinylfoam

B. Curing Compound: ASTM C309 clear except white pigmented for exterior use manufactured by:
   - Horn - Clear Seal 18
   - L & M - Dress and Seal 18
   - Sonneborn: Kure-N-Seal

2.05 CONCRETE MIX

A. Mix concrete in accordance with ASTM C94.

B. All Exterior Concrete Paving Exposed to Weather:
   1. Compressive Strength
      28 days: 4000 psi

C. Add air entraining agent to mix for concrete exposed to freeze-thaw cycling. 6% ±1%.

D. Anti-Freeze Admixtures: Prohibit use of calcium chloride or other salts as anti-freeze or accelerated set additives.

E. Fly-Ash: Fly-Ash maybe be used in the concrete mix per Ready Mix companies requirements and recommendations, however be aware that when Fly-Ash is used is can accelerate the dry in the concrete slab and may cause the newly cast-in-place concrete to craze of crack. This will occur in the spring and fall of the year when the reality humidity is very low and a dry windy day and the existing sub-grade is very dry. Thus, comply with the following Fly-Ash requirements when the described conditions exist.
   2. On-site temperature of 65 or over Degrees F. Maximum 15% Fly-Ash

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify that site conditions, field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

B. Report in writing to Architect prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

C. By beginning Work, Contractor accepts existing conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

D. Verify requirements for concrete cover over reinforcement.
E. Verify that reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.02 FORMWORK ERECTION & WETTING SUB-GRADE

A. Verify lines, levels, and measurement before proceeding with formwork.
B. Hand trim sides and bottom of earth forms; remove loose dirt.
C. Align form joints.
D. Coordinate work of other Sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, conduits, pipes and other inserts.
E. Substantially wetting sub-grade the night prior to placing concrete and just prior to placing concrete.

3.03 REINFORCEMENT

A. Place, support, and secure reinforcement against displacement as noted on civil engineering drawings.
B. Install green epoxy coated as shown on Concrete Flume Detail.

3.04 PLACING CONCRETE

A. Notify Architect/Engineer minimum 24 hours prior to commencement of concreting operations.
B. Place concrete in accordance with ACI 301.
C. Hot Weather Placement: ACI 301.
E. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
F. Maintain concrete cover around reinforcing as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slabs (top face)</td>
<td>1-1/2&quot;</td>
</tr>
<tr>
<td>Concrete Formed Against Earth</td>
<td>3&quot;</td>
</tr>
</tbody>
</table>
G. Place concrete continuously between predetermined construction and control joints.
H. Separate slabs on grade from vertical surfaces with joint filler. Extend joint filler from bottom of slab to within 1/2 inch of finished slab surface around exterior stoops.
J. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.
3.05 SLAB FINISHING
   A. Finish concrete paving and sidewalk surfaces with light broom finish surface in accordance with ACI 301.
   B. Uniformly spread, screed, and float concrete. Do not use grate tampers or mesh rollers. Do not spread concrete by vibration.
   C. Do not sprinkler concrete with free water or cement dust coat.

3.06 TOLERANCES
   A. Maintain surface flatness with maximum variation of 1/8 inch in 10 feet.

3.07 EXPANSION AND CONTROL JOINTS
   A. Form expansion joints in exposed slabs as shown on drawings.
   B. Install joint fillers and sealants in accordance with manufacturer's instructions. Use primers of type recommended by joint filler and sealant manufacturer.
   C. Apply sealants in accordance with Section 07900.
   D. Install control/contraction joints as stated on paragraph 3.05.

3.08 DEFECTIVE AREAS
   A. Any concrete surfaces with defects or honeycomb appearance shall be cut out and replaced as determined by owner and architect.

3.09 CURING COMPOUND
   A. Apply in accordance with manufacturer's instructions ready mix plants recommendation.

3.10 PROTECTION AND CURING
   A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
   B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete (minimum 50 degrees F. for 3 days).
   C. If the exterior temperature is high, with very low relatively low humidity and winds over 10 mph when placing concrete there is a high probability that the slab will prematurely crack or craze during the initial setting of the concrete. If the concrete develops several cracks prior to substantial completion the contractor shall be required to saw-cut and replace all cracked panels with new concrete paving at no additional cost to the Owner.

END OF SECTION 03300
PART 1   GENERAL

1.01 SECTION INCLUDES

A. Mortar for setting new brick veneer repairs. No spec mix or pre-mix mortar is allowed for this project so that mortar color can be adjusted for different elevations.

B. Tuckpointing mortar for repair deteriorated mortar joints in brick and limestone facades.

C. Mortar Staining: Stain all new tuckpointing mortar to match existing mortar. When new mortar does not match the existing mortar after new mortar has cured for 28 days and does not match existing mortar, stain new mortar to match existing mortar. Review with architect prior to staining new mortar.

1.02 RELATED WORK

A. Section 04200 – Masonry Units: New brick and limestone veneer.

B. Section 04500 – Masonry Restoration and Cleaning.

C. Section 07900 - Sealant.

1.03 REFERENCES

A. ASTM C5 - Quicklime for Structural Purposes.

B. ASTM C91 - Masonry Cement.

C. ASTM C94 - Ready-Mixed Concrete.

D. ASTM C144 - Aggregate for Masonry Mortar.

E. ASTM C150 - Portland Cement.


G. ASTM C270 - Mortar for Unit Masonry.

H. ASTM C387 - Packaged, Dry, Combined Materials, for Mortar and Concrete.

I. ASTM C404 - Aggregates for Masonry Grout.

J. ASTM C476 - Grout for Masonry.

K. ASTM C595 - Blended Hydraulic Cement.

L. ASTM C1019 – Method of Sampling and Test Grout.

1.04 ENVIRONMENTAL REQUIREMENTS

A. Maintain materials and surrounding air temperatures to minimum 50 degrees F prior to, during, and 48 hours after completion of masonry work.

1.05 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Include design mix, indicate whether the Proportion or Property specification of ASTM C270 is to be used, required environmental conditions, and admixture limitations.

C. Samples: Submit three samples of mortar, illustrating mortar color and color range.

D. Reports: Submit reports on mortar indicating conformance of mortar to property requirements of ASTM C270 and test and evaluation reports to ASTM C780.

E. Reports: Submit reports on grout indicating conformance of component grout materials to requirements of ASTM C476 and test and evaluation reports to ASTM C1019.

1.06 QUALITY ASSURANCE

A. Perform work in accordance with ACI 530 and ACI 530.1.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

PART 2 PRODUCTS

2.01 MATERIALS

A. Portland Cement: ASTM C150, Type I, gray color.

B. Masonry Cement: ASTM C91.

C. Mortar Aggregate: ASTM C144, standard masonry type.

D. Hydrated Lime: ASTM C207, Type S.

E. Quicklime: ASTM C5, non-hydraulic type.

F. Grout Aggregate: ASTM 404.
G. Grout for Masonry: ASTM C94.

H. Water: Clean and potable.

I. Colored Mortar: ASTM C-979.

2.02 MORTAR MIXES

A. Mortar for Non-load Bearing Walls, Non-Load Bearing Partitions, Brick and Limestone Veneer Units: ASTM C270, Type N utilizing the Proportion Method to achieve 750 psi strength.

C. No pre-mix mortar allowed for this project so that mortar color can be adjusted for different elevations.

2.03 PROPORTIONS (by volume)

A. TYPE N: 1 part Portland Cement
   1 part Hydrated Lime
   6 parts sand, damp, loose

2.04 COLORED MORTAR

A. Pigment color is a blend of pure natural and synthetic iron oxides finely milled through 325 mesh and blended consistently.

B. Pigment color to match existing gray colored aged mortar as manufactured by S.G.S. (Solomon Grind-Chem Services, Inc.).

C. Other Manufacturers Provided Equivalent Products:
   1. Prism Pigments.

D. Substitutions: Under Provisions of Section 01600.

2.05 MORTAR MIXING

A. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C270.

B. Maintain sand uniformly damp immediately before the mixing process.

C. Add mortar color in accordance with manufacturer's instructions. Provide uniform of mix and coloration.

D. Do not use anti-freeze compounds to lower the freezing point of mortar.

E. If water is lost by evaporation, re-temper only within two hours of mixing.

F. Use mortar within two hours after mixing at temperatures of 80 degrees F, or two-and-one-half hours at temperatures under 50 degrees F.
2.06 MORTAR STAIN

A. Where new colored mortar after curing does not match existing mortar color contractor shall be required to stain new mortar to match existing mortar color: Mix water, dark gray mortar colored powder in a water solution and using a 3” paint brush, drip tip of brush in water and color mortar slurry and rub or bush on new mortar joints. White-off all faces of existing brick or limestone veneer if slurry gets on face of existing brick.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

B. Report in writing to Architect prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

C. By beginning Work, Contractor accepts existing conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

D. Verify existing mortar joints to receive new tuckpointing mortar are ground out a minimum of 5/8” to 3/4” depth.

E. Verify after grinding out existing mortar joints 5/8” to 3/4” depth that the existing remaining mortar joints are sound and well bonded to existing bricks or limestone.

F. Verify after grinding out existing mortar joints are blown clean of masonry dust prior to installing new tuckpointing mortar.

3.02 INSTALLATION

A. Install mortar to requirements of the specific masonry Section.

B. Install colored mortar in all exterior face brick and limestone facades and accents. The color for the “Colored Mortar” is to match the aged existing mortar color as determined by the architect and owner. The colored mortar will need to be mixed for each façade, as the existing mortar color changes on each elevation due to the sun that shines on the façade. Contractor will need to mix and blend approximately 3 or 4 mortar colors to match the existing mortar.

C. Remove all mortar in face brick and limestone facade joints to a minimum of 3/4 inch deep and maximum of 1 ½” or as specified on drawings. Remove old mortar with grinding tools only. Do not chip or grind into existing face brick or limestone units unless indicated on drawings when remove existing mortar.

D. Tool all mortar joints to a hard concave profile.
E. Remove excessive mortar from face of brick and limestone facades. Wash mortar from brick and limestone with as mild chemical as possible. If washing masonry wall above a lower roof or above existing windows, neutralize the chemical before it washes on to the roof or window surfaces so as not to damage the lower roof surface or window frame and glassing surfaces. Re-wash / clean existing brick and limestone until all white residue does not appear on the brick of limestone facades as many times as needed.

F. Where new colored mortar after curing does not match existing mortar color contractor shall be required to stain new mortar to match existing mortar color: If stain solution gets on face of brick, immediately wipe stain solution off face of brick. Adjust stain color and keep staining mortar until new mortar matches existing mortar.

END OF SECTION 04100
PART 1 GENERAL

1.01 SECTION INCLUDES

A. New exterior standard size blend of clay red / orange face brick matching existing red/orange blend of clay face brick color and size (3 5/8” d. x 2 1/4” h. x 8” to 8 1/8” l.) of existing standard brick size for replacing cracked or spall brick as indicated on drawings. If a matching standard size brick cannot be obtained, the contractor will be allowed to field cut Norman size brick which are (3 5/8”d. x 2 1/4” h. x 11 5/8” l.) to proper size or Utility size brick which are (3 5/8” x 3 5/8” h. x 11 5/8” long to proper standard size brick.

B. New exterior modular size blend of clay red / orange face brick matching existing red/orange blend of clay face brick color and size (3 5/8” d. x 2 1/4” h. x 7 5/8” l.) of existing modular brick size for replacing cracked or spall brick as indicated on drawings.

C. All reinforcement, anchorage, and accessories to provide a complete and correct unit masonry installation.

1.02 RELATED SECTIONS

A. Section 04100 - Mortar and Grout.

B. Section 04500 – Masonry Restoration and Repairs.

C. Section 07900 - Joint Sealers: Rod and sealant at control and expansion joints.

1.03 REFERENCES

A. ANSI/ASTM A82 - Cold-Drawn Steel Wire for Concrete Reinforcement.

B. ANSI/ASTM C55 - Concrete Building Brick.

C. ANSI/ASTM C73 - Calcium Silicate Face Brick.

D. ANSI/ASTMC216 - Facing Brick.


F. ASTM A123 - Zinc Coatings on Iron and Steel Products.

G. ASTM A525 - Steel Sheet, Zinc Coated, Galvanized by the Hot-Dip Process.

H. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

I. ASTM B370 - Copper Sheet and Strip for Building Construction.

J. ASTM C90 - Hollow Load Bearing Concrete Masonry Units.
K. ASTM C129 - Non-Load Bearing Concrete Masonry Units.

L. ASTM C145 - Solid Load Bearing Concrete Masonry Units.


1.04 SUBMITTALS

A. Submit product data for clay face brick.

B. Submit product data for masonry accessories.

C. Submit one (1) 16” x 16” sample color board of both Standard and Modular sized red / orange blend of clay brick with matching smooth texture of the new face brick units to illustrate color, texture, and extremes of color range exterior face brick.

1.05 QUALIFICATIONS

A. Installer: Company specializing in performing the work of this Section with minimum 5 years experience.

1.06 ENVIRONMENTAL REQUIREMENTS


1.07 SAMPLE MASONRY TUCKPOINTING MOCK-UP PANEL

A. Contractor shall provide a brick repair mock-up sample area, 4'-0" x 4'-0" in size for the exterior façades repairs, on an existing portion of exterior masonry wall that includes a typical brick veneer repairs and brick replacement in the project area before beginning the entire project, including rope wicks, through wall flashing, brick replacement units, grinding and tuckpointing mortar joints and sealant joints. Approved sample area shall be retained as benchmark for finish construction work.

PART 2 PRODUCTS

2.01 BRICK UNITS

A. New standard exterior red / orange blend of clay face brick to match existing building Standard face brick (3 5/8” d. x 2 1/4” h. x 8” l.) or job-cut Norman size brick (3 5/8”d. x 2 1/4” h. x 11 5/8” l.) to match existing color and texture to match brick existing brick length.
B. New modular exterior red / orange blend of clay face brick to match existing building modular face brick (3 5/8” d. x 2 1/4” h. x 7 5/8” l.)

C. Face Brick: ASTM C216, Grade SW Type FBS.

D. Furnish with finish 2 faces minimum where corner units would be exposed to view.

2.02 BRICK MANUFACTURERS

A. The following brick manufacturer, Brick Distributor and brick have been approved:

1. Beldon Brick Company: Beldon #9 Red Range – Vertical Texture
2. Approved Brick Distributor:
   a. Architectural Products
      535 South 18th Street
      West Des Moines, IA 50265
      Ph: 515-202-3558

B. Other Face Brick meeting these Specifications as approved by Architect prior to bidding.

2.03 MASONRY WALL TIE ANCHORAGE

   1. Hot dipped galvanized 22 gauge thick wall ties.
   2. Wall tie fasteners: One Tapcon ¼” x 1 ½” corrosion resistant screws, one per wall tie.

B. Cover for All Wall Reinforcing: Exterior brick masonry minimum 1-5/8" to center of brick wythe.

2.04 ACCESSORIES

A. Joint Filler; Closed cell polyethylene; oversized 50 percent top joint width; self-expanding; 3/4" wide by maximum lengths.

B. Weep Holes: Cotton rope.

C. Cleaning Solutions: Non-acidic, not harmful to masonry work or adjacent materials.

2.05 MORTAR AND GROUT

A. Mortar and Grout: As specified in Section 04100.

2.06 THRU-WALL FLASHINGS

A. Grace Construction Products: Perm-A-Barrier, is a 40 mil self-adhesive, cold-applied sheet consisting of 32 mil of rubberized asphalt integrally bonded to an 8 mil high density, cross laminated polyethylene film.
B. Approved Manufacturer's:
   1. Henry Company offering equal product.
   2. Polyguard Products – Polyguard 400 TWF.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work. Do not begin work previous preparation is not complete for your work to begin. Beginning work indicates this contractor accepts the previous work and substrates.

B. Verify items provided by other Sections of Work are properly sized and located.

C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

D. Beginning of installation means installers accepts existing conditions.

3.02 PREPARATION

A. Direct and coordinate placement of metal anchors supplied to other Sections.

B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing and sound structural stability.

3.03 COURSING

A. Establish lines, levels, and coursing indicated. Protect from displacement.

B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.

C. Lay brick units in common 1/2 running bond which aligns with existing horizontal and vertical coursing to match existing bond pattern to match the existing facades where new brick are to be installed. Form concave mortar joints.

3.04 PLACING AND BONDING

A. Buttering corners of joints or excessive furrowing of mortar joints are not permitted.

B. Remove excess mortar as Work progresses.
C. Interlock intersections and external corners.

D. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.

E. Perform jobsite cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

F. Isolate masonry partitions from vertical structural framing members with a control joint.

3.05 REINFORCEMENT AND ANCHORAGES - REINFORCED UNIT MASONRY

A. Install galvanized 20 gauge masonry wall ties @16 inches o.c. each way unless noted otherwise on the drawings where cracked brick are removed and new brick are installed. Install screw fastener 1/8” above bend in wall tie.

3.06 NEW CONTROL JOINTS IN EXISTING MASONRY WALLS

A. Saw-cut new 3/8” wide control joint in existing brick veneer full depth thru 3 5/8” face brick as shown in location on drawings to relieve pressure on existing exterior outside brick corners. Install new backer rod and sealant full height on new control joint.

3.07 REPLACE EXISTING CRACKED OR SPALL BRICK

A. Saw-cut and remove all cracked or spall existing brick units as shown on drawings. The masonry restoration contractor shall notify the owner and architect of any cracked brick that is not indicated to be replaced on the drawings. Replacement approval of all cracked brick units NOT shown on drawings shall be by per “ADDITIONAL WORK IN BASE BID” that is required on Drawing A2.0. Contractor shall notify owner prior to doing any of this additional work not shown on drawings and keep an accurate account of the additional work items as the project progresses.

3.08 TOLERANCES

A. Maximum Variation from Alignment of Pilasters: 1/4 inch.

B. Maximum Variation from Unit to Adjacent Unit: 1/32 inch.

C. Maximum Variation from Plane of Wall: 1/4 inch in 10 feet and 1/2 inch in 20 feet or more.

D. Maximum Variation from Plumb: 1/4 inch in 10 feet non-cumulative; 3/8 inch in 20 feet or more.

E. Maximum Variation from Level Coursing: 1/8 inch in 3 feet and 1/4 inch in 10 feet; 1/2 inch in 30 feet.

F. Maximum Variation of Joint Thickness: 1/8 inch in 3 feet.
3.09 CLEANING

A. Clean and remove excess mortar and mortar smears.

B. Replace defective mortar. Match adjacent work.

C. Clean soiled surfaces with cleaning solution.

D. Use non-metallic tools in cleaning solution.

3.10 PROTECTION OF FINISHED WORK

A. Protect finished installation.

B. Without damaging completed work, provide protective boards at exposed external; corners which may be damaged by construction activities.

END OF SECTION 04200
PART 1  GENERAL

1.01  SECTION INCLUDES

A. Brick Veneer Replacement: Removal of deteriorated brick veneer, mortar, and failed sealant joints. Refer to Base Bid and Alternate Bids.

B. Washing Existing Facades: Use high pressure hot water cleaning of ALL exterior exposed brick and limestone surfaces on entire facades of project area prior to performing and beginning restoration work on the building facades. After all masonry restoration work is completed, lightly pressure-wash all dust and dirt off all exposed limestone, brick and window glazing. Refer to Base Bid and Alternate Bids.

C. Brick Replacement: Install new brick replacement units for existing spalling, chipped and cracked brick units as indicated on the drawings to be replaced.

D. Grinding of Exterior Façade Mortar Joints: Grinding out all existing deteriorating mortar joints in brick and stone accents as shown on exterior facades so that new mortar can be installed in deteriorated mortar joints.

E. Tuckpointing Façade: Install tuck-pointing mortar joints in face brick veneer, limestone accents joints and stone ashlar façade joints.

F. Repair Existing Limestone Accents: Repair cracked and chipped limestone accent bands and sills with limestone patching materials.

G. New Sealant Joints: Install new sealant joints in limestone and brick veneer as shown on drawings.

H. New Control Joints: Saw-cutting new control joints 3/8” wide x 3 5/8” deep in existing masonry wall and installing primer, backer rod and sealant in new control joints as shown on drawings.

I. Removal of Existing Anchors: Remove all unused metal anchor straps, pipes, bolts, screws, nails and conduit clamps, etc. on the entire building façade. Most of these have been identified on the drawings.

J. Replacing Perimeter Window and Door Frame Sealant. Remove designate window and door frame perimeter sealant and install new perimeter sealant.

K. Window & Door Protection: Protect all existing exterior windows and doors with polyethylene plastic sheet, taped to aluminum window frames with painters (blue) tape and a 1x4 wood frame on all both jambs so as not to cut into existing frames and staining the existing window frames with mortar or acid based masonry cleaners.

L. Scaffolding Protection: Provide safety barriers keeping all students or staff away from any exterior areas directly below where repairs are taking place prior to beginning work on this project.
1.02 RELATED SECTIONS

A. Section 01030 – Alternates: Refer to Section: 01030 Alternates and drawings for Masonry Restoration and Repair Work affected by Alternates.

B. Section 01300 – Submittals: Submit product data on all materials required to be supplied for this specification of work.

C. Section 01600 – Materials and Equipment: Contractor shall furnish all required scaffolding, lifts, etc.

D. Section 01700 – Contract Closeout: Provide the required warranties and closeout paper work.

E. Section 02900 – Sodding: Repair any damage to existing lawn and sod any dead or disturbed lawn areas.

F. Section 04100 – Mortar: Install new tuckpointing mortar in all ground or cut joints and at new brick veneer.

G. Section 04200 – Masonry Units: Install new modular and standard size replacement red/orange blend of brick to match existing modular and standard brick where indicated on drawings were existing brick is removed for existing chipped, cracked, spalled brick and at brick veneer replacement.

I. Section 07600 – Sheet Metal Flashing: Coordinate the installation of all new flashing as required by this project as required on drawings and specification.

J. Section 07900 - Sealant: Install proper primer, backer rod and sealant in all new and existing brick control joints and limestone joints as shown on drawings. Also install sealant at existing window sill frames and up sill frame 4” on each side of window as shown on drawings.

K. Section 09900 – Painting: Prep, prime and paint all existing exposed surfaces of steel angle lintels, handrails and any misc. exposed steel items as indicated on drawings.

1.03 REFERENCES

A. ACI 530 - Building Code Requirements for Masonry Structures.

B. ACI 530.1 - Specifications for Masonry Structures.


1.04 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Submit all product data required for repairs that are not required to be submitted in the other specification sections.
1.05 QUALITY ASSURANCE

A. Perform work in accordance with ACI 530 and ACI 530.1.

B. Manufacturer's Installation Instructions: Contractors to follow all manufacturer's product and supplier information.

1.06 MOCK-UP

A. Construct 4' x 4' mock-up area of restored brick, and limestone façade, new tuckpointing mortar, façade cleaning, new flashing, painting and new sealant indicating restored wall for the existing School Building as required on the drawings and in specification. DMPS and Architect will approve mock-up panel area before contractor can proceed with all the different restoration methods of construction.

B. Contractor to confirm location of mock-up panel with DMPS and Architect before constructing.

C. A prototype repair of each type of repair to be done prior to continuing each type of repair, including but not limited to grinding, new tuckpointing mortar, cleaning of brick facades, new brick veneer patching, new limestone patching, new sealant joints, new and recut existing control joints, etc., painting concrete fascia including new flashing repairs.

D. Acceptable prototype repairs and methods of the procedure will become the standard for the work of this section for the remaining project.

1.07 PRE-INSTALLATION CONFERENCE

A. Convene one week prior to commencing work of this Section.

B. Require attendance of parties directly affecting work of this Section.

C. Review conditions of installation, installation procedures, and coordination with related work, project scheduling, etc.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products to site under provisions of Section 01600.

B. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

C. Provide temporary plastic sheeting over uncompleted tuckpointing at end of each day if brick joints have not be completely restored and cured to prevent water from getting into the existing walls.

1.09 PROTECTION

A. Protect elements surrounding the work of this Section from damage or disfiguration.

B. Immediately remove stains, efflorescence, or other excess resulting from the work of this Section.
C. Protect roof membrane and flashings from damage to preform required masonry repairs to walls to be restored and repaired above roof areas. Lay 1/2” plywood or protection boards over 2” rigid insulation board 8'-0” wide around upper façade walls wherever the restoration contractor will be on the roof to preform required masonry repairs to walls to be restored and repaired above roof areas. Weight protection sheathing down to roof, too prevent sheathing from being blown off the roof. The Owner and Architect extremely discourage the use of swing stages to preform the restoration work on this project due to damaging the existing membrane roofing. Owner and Architect recommend the use of portable lifts to preform required masonry repairs to walls to be restored where as meet existing grade. Where walls are above the roof Owner recommends setting scaffolding.

D. Lay 3/4 inch plywood over grass surfaces over full extent of work area and traffic route. Protect all trees and lawn from damage. Repair all damaged grass areas damaged by construction with new black dirt topsoil and sod. Protect all existing paving. Repair any damaged or cracked concrete or asphalt paving to match existing construction.

E. Protect doors, windows, and screens from damage of water and leakage from high water pressure cleaning. Protect door and window framing and glazing from staining with tape and plastic. Use tape that does not leave a residue adhesive on the surfaces it is stuck too.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.

B. Maintain materials and surrounding air temperature to a maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

C. Do not pressure wash or cut mortar joints or use process creating dust, dirt, when wind is over 10 mph. unless work area is enclosed with dust prevention screening around work area.

D. The Restoration Contractor shall use grinding tools with vacuum suction hoses for restoration that comply with OSHA and the Silica sand dust requirements.

1.11 SEQUENCING

A. Sequence work under the provisions of Section 00700 General Conditions.

B. Perform washing of all existing masonry surface before tuckpointing repairs begin so that actual mortar color can be matched and then chemical wash all masonry with SureKlean 600 or milder and clean glass surfaces after all masonry repairs and cleaning have been made completed.

D. Clean stone and brick before removal of existing sealant, which is to be replaced with new sealant.

1.12 SCHEDULING

A. Complete restoration one façade before moving to the next facade of the building.
B. Provide a safe emergency means of egress out of the construction area at all times. Coordinate with DMPS to define the emergency means of egress.

D. Coordinate with DMPS the best approach on where to begin the project, based on the time of year the contractor is awarded the project so as work DMPS to use the school facility in the safest manner to protect all students, visitors and teachers.

PART 2 PRODUCTS

2.01 WINDOW & DOOR PROTECTION

A. Prior to beginning any restoration work or cleaning of masonry, restoration contractor shall cover all windows with 4 mil self-adhering plastic sheet over all window frames and glazing. After adhering plastic sheeting over window framing, fiction fit tight 1x4 wood block tight to window jamb frames so as to protect the window frame from being cut by grinders. Blue tape is also allowed. If window frames are cut or damaged finish by mortar setting on frames, the owner will subtract 1,000.00 per cut or stained frame from the contractor’s bid price. The Owner and Architect will inspect all frames during punchlist and determine if frames have received any damage. Remove wood protection strips, plastic sheet, ALL adhesive residue off window frames. Window frames shall be repaired as required by Owner.

B. Prior to beginning any restoration work or cleaning of masonry, restoration contractor shall cover the door frame (not the doors) with 4 mil self-adhering plastic sheet all door frames with, but absolutely no duct tape or red abatement tape will be allowed. After adhering plastic sheeting over door framing, fiction fit tight 1x4 wood block tight to door jamb frames so as to protect the door frame from being cut by grinders. If door frames are cut or damaged finish by mortar setting on frames, the owner will subtract 1,000.00 per cut or stained door frame from the contractor’s bid price. The Owner and Architect will inspect all frames during punchlist and determine if frames have received any damage. Remove wood protection strips, plastic sheet, tape and all tape residue off door frames. Door frames shall be repaired as required by Owner.

2.02 CLEANING MATERIALS

A. Brick, and cleaning with high-pressured hot soapy warm water (Hotsy Hot Water Pressure Cleaner) ranging from 400 psi to 1200 psi. using fan spray tip (15 degree minimum) prior to tuckpointing any area to be restored so as to expose the true cleaned existing mortar color prior to installing new colored mortar. Use the lowest pressure possible while providing adequate cleaning. Get architect's approval before completing cleaning. DO NOT PRESSURE WASH EXISTING METAL WALL PANELS.

B. Pre-wet the surface with clean water prior to pressure washing clean.

C. Rinse all surfaces thoroughly clean after pressure washing wall to remove all loosen dirt and debris.

D. Use Masonry Restoration Cleaner only where existing limestone accents are extremely stained or dirty as recommended by contractor. Submit to Architect for approval prior to installing limestone cleaner. See drawings for these locations and areas noted with “4B”. This applies to
the parapet vertical face and cornice vertical face and under of cornice banding on the west façade.

E. Pressure wash the wall by rinsing the entire completed and restored masonry facades, windows and door glazing to remove all grinding dust from restoration project after the project is complete. Do not damage and window screens or window and door finishes.

2.02 FACE BRICK

A. Face Brick: See Section 04200 Unit Masonry.

A. Remove existing chipped, cracked, spalled or damaged face brick and tooth new face brick into existing wall to match existing Flemish bond coursing of Standard Brick. See drawings for location and bond pattern. Custom cut all new brick to match existing removed brick if new manufactured brick cannot be purchased.

B. Provide Standard size brick (2 1/4” x 3 5/8” x 8”) for all replacement brick for all brick to be replaced in Original School Building per Keynote 2A and provide Modular size brick (2 1/4” x 3 5/8” x 7 5/8”) per Keynote 2B. Refer to Key Note 2A & 2B as shown on drawings for all new brick veneer.

2.03 MORTAR MATERIALS

A. See Section 04100 - Mortar. Refer to Section 04100 – Mortar for type and color.

B. Remove all mortar in face brick joints approximately 3/8” wide to a minimum of 5/8” inch deep to minimum to sound mortar or as designated on all drawings and details. Removal of existing mortar by grinding tools will vacuum suction system and attachments as required to meet all OSHA Requirements. Do not chip or grind into existing face brick. If grinding damage occurs to existing brick or stone by grinding, replace damaged veneer with new brick or stone to match existing damaged materials.

2.04 SEALANT JOINTS IN BRICK AND LIMESTONE

A. Install Polyurethane Sealant Used for vertical joints in Exterior Brick Control Joint and Limestone Vertical Accent Joints: Refer to Section 07900 Sealants.

B. Install sealant primer and backer rod in all sealant joints prior to installing sealant as recommended by sealant manufacturer. Do not puncture backer rod casing when installing. This will cause sealant to bulb up from gas release from backer rod.

C. Install backer rod, primer and polyurethane sealant in all vertical and horizontal window joints as shown on drawings. If horizontal joint is longer than 12” drill 5/16” diameter hole 3” deep in joint & install ¼” diameter cotton rope weeps that extends 1/2” beyond face of limestone.

2.05 INSTALLATION OF NEW CONTROL JOINT IN EXISTING BRICK VENEER

A. Saw cut into face brick and mortar joints as indicated on masonry wall 3 5/8” deep 1/2” wide as shown on drawings. Install new primer, backer rod and sealant in continuous new saw cut control joint. Do not puncture backer rod casing when installing.
2.06 INSTALLATION OF ROPE WEEP HOLES ABOVE ALL WINDOW & DOOR LINTELS & SILLS.

A. Drill 5/16” diameter hole in bed joint directly above the steel angle lintels and below stone window sills, 4” deep from exterior veneer as shown on drawings. Install ¼” diameter cotton rope weeps 4” deep into hole. Let rope weeps extend ½” from face of veneer and cut off at uniform length. Install mortar tight around all new rope weeps. **Do not install weeps in any sill or lintel joints that have copper thru-wall flashing.**

2.07 REPAIRING LIMESTONE CRACKS & CHIPS

A. Masonry Patching:

1. Repair mortar for patching cracks & chips in limestone (M70): Jahn Restoration Mortars are distributed by Cathedral Stone Products, Inc., 8332 Bristol Ct., #17, Jessup, MD, 20794, tel. (301) 317-4658; fax (301) 317-4670. Must use premixed cementitious patching material formulated to match the color and texture of the existing limestone that does not contain any acrylic, latex, or other synthetic polymer additives. The mortar need only be mixed with potable water at the site. The mortar must be vapor permeable, frost and salt resistant, shrink resistant, and be physically compatible with the substrate, including, but not limited to, porosity, tensile, and compressive strength.

2. Other acceptable Manufacturer’s Conproco Corporation, MIMIC Stone Repair. Install per manufacturer’s recommendations.

B. Workmanship:

1. Mortar workmanship should comply with all applicable recommendations of the material manufacturer's written specifications and requirements except as modified in this and the following Section.

2. Do not use any additives, such as bonding agents, accelerators, or retarders, in the mortar without prior written approval from the Manufacturer.

C. Preparation for Patching:

1. Patch spall areas with approved repair mortar according to the manufacturer's printed instructions, except as modified herein.

2. At areas to receive patches, remove all loose mortar and masonry. Cut or grind away an additional 1/2 inch of the substrate to ensure the surface to be patched is solid and stable. Cut 1/4” wide grooves 1/2” deep in areas to be patched at 3/4” o.c. "Sound" masonry with a hammer to verify its integrity. Remove any sealant residue. Minimum thickness of patch is 1/2" inch depth from face to stone. Saw cut and remove limestone (do not feather patch).

3. Where cramp anchors, threaded rod anchors, or dowels have been cut, and pieces remain embedded in the substrate: anchor pieces that are free of rust, are solidly embedded, or clean rusted anchors that rusted, loose, or that project beyond the edges of the masonry unit should be removed.

4. Roughen the substrate surface as necessary to achieve the surface roughness required by manufacturer for good bond, but do not damage the substrate surface.
5. Clean all dust from surface and pores of the substrate, using clean water and a scrub brush. Leave surface damp for optimum bond.

6. For very dry or porous surfaces, pre-wet the substrate ahead of time to prevent the substrate from drawing moisture out of the patch too quickly. Re-wet the surface just before applying the patching material.

D. Mixing Mortar for Patching:

1. It is recommended that a dust mask be worn during mixing. Do not mix more material than can be used within 30 minutes. Discard any material that has been mixed for 30 minutes or more.

2. Mixing Ratios for limestone is as follows:
   
   a. M70 - Limestone: Approximately 5-1/2 parts dry material to 1 part water.

3. Mix water and dry ingredients well. Adjust amount of water depending on the weather and the porosity of the substrate in accordance with the Manufacturer's printed instructions.

E. Application of Patching Material:

1. Apply the Mortar Mix using a trowel in a series lifts with no waiting period or scratch coat necessary between layers, up to a total maximum thickness of 3 inches. For patches thicker than 3 inches, apply mortar in two layers, allowing the first layer to cure for a while before applying the second layer. If a cement skin forms, scrape approximately 1/16 inch of mortar off, dampen the first layer before applying second layer. Use light pressure during the applications. Work mortar firmly into the surface of the masonry, including the corners and under and around all mechanical anchors.

2. Build up patching material so that it is slightly above adjacent masonry surface. Allow 15 to 30 minutes to set slightly, (this will vary depending on the weather - much longer in cooler weather) then scrape off excess material using a straight edge (a plasterer's miter rod is good for this). Do not press down or "float" the patch. Where patches occur at panel edges or corners, form mortar to match the profile of the surrounding limestone profile. In all cases, finish patch so that it is indistinguishable as possible from all the adjacent masonry. For spalling repairs at stone panel joints, install mortar fill joint solid. Rake joint clean after allowing a 15 to 30 minute setting period.

2.08 SEALANT AROUND WINDOW AND DOOR FRAME PERIMETERS.

A. Cut and remove all sealant along the bottom of wall aluminum window frame where they abut limestone sills: Remove all designated sealant joints between window frame and limestone sills. Install new gray polyurethane sealant in this joint. Sealant shall match color of clear anodized aluminum window frame finish.
PART 3  EXECUTION

3.01  EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

B. By beginning Work, Contractor accepts existing conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

C. Verify that initial exterior veneer pressure wash cleaning has removed the surface dirt and has exposed the cleaned existing color of the mortar joints.

D. Report in writing to Architect prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

E. Verify that surfaces to be cleaned and restored are ready for work of this Section. Verify that the mortar and sealant are ground out to sufficient depth to perform repair as specified.

F. Verify items provided by other Sections of Work are properly sized and located.

G. Verify that built-in items are in proper location, and ready for roughing into masonry work.

H. Beginning of installation means installers accepts existing conditions.

3.02  PREPARATION

A. Carefully protect or remove and store all light fixtures, card readers, cameras, fittings, finishing hardware, and accessories as required to prevent damage when cleaning. Reinstall items to original condition and operation when work is complete if item was removed for restoration work.

B. Protect or seal off landscaping, materials, and surfaces not receiving work of this Section to protect from damage.

C. Cover or protect all windows, screens, and door frames, doors, sealant and all glazing from damage from cleaning and tuckpointing procedures as required to protect their finishes. Any damaged finishes will be repaired at the expense of this project’s contractor. Note: DMPS shall not be replacing any of the existing windows in this project. If the existing glazing or window frames are damaged, they shall be repaired or replaced by the restoration contractor at no additional cost to the owner. Restoration contractor shall protect the existing windows with self-adhesive plastic film to protect windows from any damage including grinding dust and dirt from tuckpointing operations. Wash windows and frames clean of all dust and dirt when project is completed.

D. Protect all exterior doors, frames, steel exit stairs, handrails, guardrails and pipe railings from damage.
3.03 REBUILDING MASONRY WALL

A. Cut out damaged and deteriorated brick and limestone with care in a manner to prevent damage to any adjacent remaining materials.

B. Support existing brick and limestone veneer as necessary in advance of cutting out units.

C. Cut away loose or unsound adjoining brick, mortar and limestone as shown on drawings and in specification to provide firm and solid bearing for new work and repair areas as shown on drawings to match surrounding adjacent materials.

D. Install new brick units per Section 04200 following procedures for new work as specified in this Section. Install new limestone accent pieces per Section 04400.

E. Mortar Mix: Colored and proportioned to match existing work per exterior elevation. Refer to Section 04100. Install mortar color, texture and joint profile to match surrounding adjacent materials.

F. Ensure that masonry wall ties and stainless steel anchors, reinforcing and flashings are correctly located and built in. Wall ties shall be install no less than 16” o.c. each way.

G. Install built in masonry work to match and align with existing joints and coursing true and level, faces plumb, and in line horizontally and vertically with existing Flemish bond coursing. Build around all openings, accessories and fittings.

3.04 TUCKPOINTING

A. Cut out loose or disintegrated mortar in joints to minimum 5/8 inch or 3/4 inch depth or as shown on drawings.

B. Utilize hand tools and power tools only after test cuts determine no damage to masonry units will result.

C. Do not damage existing masonry, window frames and metal panels when grinding existing mortar or sealant from existing joints.

D. When cutting is complete, remove dust and loose material with air jet. This is very important to minimize efflorescents.

E. Pre-moisten joint and apply mortar specified. Pack tightly in maximum 1/4 inch layers. Form a smooth, compact concave joint to match existing.

F. Provide moist cure for 72 hours minimum.

G. Strike the new tuckpointing mortar when mortar has set up for a few minutes and is firm to the touch. Striking the mortar when it is too wet will cause the mortar color to turn white. If this occurs, the restoration contractor shall be required to stain the new mortar to match the existing mortar.
3.05 CLEANING EXISTING BRICK

A. Brick Cleaning: Clean all exposed brick surfaces with hot soapy water at high-pressured water ranging from 400 psi to 1200 psi. using fan spray tip (15 degree minimum) as indicated on drawings. Use the lowest pressure possible while providing adequate cleaning. Get architect's approval on test cleaning area before completing the remaining cleaning required by drawings. Clean wall from top of wall to bottom of wall.

B. Rinse all surfaces thoroughly clean of cleaning solution after hot soapy water cleaning sets for 5 to 10 minutes.

C. Pressure wash all brick areas before removing existing mortar and sealant so as not to damage new sealant. Do not damage any existing sealant to remain.

D. Do not pressure wash so as to saturate existing brick veneer.

E. Do not clean brick if wind exceeds 10 mph.

F. Do not clean exterior veneer if temperature will be below 50° for 24 hours after cleaning.

G. Provide a second application if required.

H. Only use Restoration Cleaner on extremely dirty / black brick areas as indicate as additional cleaning on drawings. Clean face of Cornice and Parapet Accent Bands with Restoration Cleaner. Refer to Keynote #4B on drawings.

I. Clean all existing surfaces that have been soiled due to dust from tuckpointing, grinding or pressure wash cleaning, especially exterior glazing surfaces.

J. Pressure wash clean all existing white modified bitumen roof membranes after project is completed.

3.06 REPAIRING SPALLS, CRACKS & CHIPS IN LIMESTONE

A. Repair a crack by saw cutting a 1/4” wide cut center on the crack and installing the limestone mortar per manufacturer’s instructions.

B. Repair a chip in limestone by cutting a sharp 90 degree cut at the edge of the chip so that there is a ½” deep 90 degree cut at the edge of the chip. Install the limestone mortar per manufacturer’s instructions. Saw cut ¼” wide x ½” deep saw kerfs at ¼” o.c. for bonding surface for mortar patch to adhere. Crack repair, saw-cut 1/4” to 3/8” wide joint centered on crack 3/4” deep and fill with limestone crack repair mortar. Refer to detail on drawings.

C. Follow manufacturer’s instructions on installation of specified limestone patching materials.

3.06 REMOVING & REPLACING EXISTING CRACK, CHIPPED OR SPALL BRICK

A. Saw-cut and remove all designated crack, chipped or spalled brick as shown on drawings. Crack or spall brick may be remove by pneumatic tools but must be done before classes start or after classes are completed or on weekends during the school year. Install new matching red/orange/brown brick as specified per Section 04100 Mortar & 04200 unit Masonry and as
detailed on drawings to blend with existing face brick. After June 1, 2022 brick can be removed any time. Do not damage surrounding brick with chips or cracks, if so remove those chipped or cracked brick and replace with new matching brick.

3.07 CLEANING

A. Clean all brick and stone which received tuckpointing procedures per cleaning manufactures recommendations.

B. As work proceeds and on completion, remove excess mortar, smears, droppings from sill and concrete walks.

C. Clean all brick on all elevations to receive restoration procedures prior to preforming any restoration procedures.

D. Contractor will be required to clean all exterior glazing surfaces of window and doors in where all restoration and repairs are complete.

E. Blow all ground mortar dust off surface of roof membrane after project is completed.

3.08 PERIMETER WINDOW & DOOR SEALANT

A. Remove all designated sealant around any doors frame perimeter and window frame perimeters where designated on drawings. Do not damage or scratch aluminum window frames and door frames when removing sealant.

B. Install new polyurethane sealant around door frames to match mortar joint color, manufacturer BASF Color: “Stone” or equal.

C. Install new polyurethane sealant around window frames to match clear anodized aluminum window frame color, manufacturer BASF Color: “Limestone” or equal.

3.09 SCHEDULE

A. Coordinate with DMPS to perform restoration and repair work so as to minimize the disruption to school activities. Contractor shall accommodate DMPS so as to maintain safety of students, teachers and parents that use the School Facility.

B. Start and complete work on each specific aspect of the project as quickly as possible.

C. **Contractor shall not be working on more than one part of exterior elevation at one time.** Restoration Contractor must complete one exterior elevation section before they begin the next elevation. Complete one section before beginning the next section. This is very important for the Owner to minimize disruption and contractor to maintain focus on project. Contractor must get approval from Owner’s Project Manager or Architect before beginning work on a new elevation.

END OF SECTION 04500
PART 1 GENERAL

1.01 SECTION INCLUDES

A. Patching and prepping of Existing Exterior Insulation Finish Wall Cladding System comprised of wall finish with new rigid insulation and applied coating with an air/moisture barriers and drainage.

B. New Exterior Insulation Finish Wall resurfacing of existing patched Exterior Insulation Finish Wall surface that are patched to install new metal wall termination flashing comprised of applied synthetic coating.

C. All related materials and accessories for a complete Exterior Insulation Finish System including PVC starter / drainage channel.

D. Install new TyVek Drainage Barrier with adhesive backing adhered to wall behind existing drainage barrier where existing drainage barrier is exposed or compromised from being a water-tight drainage plane.

E. All related materials and accessories and any wet gypsum sheathing for a complete Exterior Insulation Finish System.

1.02 RELATED SECTIONS

A. Section 04500 – Masonry Restoration: Coordinate installation of masonry wall restoration work with new E.I.F.S. repairs.

B. Section 07600 Sheet Metal Flashing: Coordinate installation of E.I.F.S. with new sheet metal flashing at either side if wing wall at large louver.


1.03 REFERENCES


C. ASTM C297 Test Method for Tensile Strength of Flat Sandwich Constructions in Flatwise Plane.


H. ASTM G155 (ASTM G23 or G26) Recommended Practice for Operating Exposure Apparatus (Carbon-Arc Type) With and Without Water, for Exposure of Nonmetallic Materials.

I. DS131 Expanded Polystyrene (EPS) Insulation Board Specifications.

J. DS152 Dryvit Cleaning and Recoating Data Sheet.
K. DS204 Outsulation System Application Instructions.
L. DS494, Dryvit AquaFlash® System
M. DS705, Reflectit™

1.04 DEFINITIONS
A. Contractor: The contractor that applies materials to the substrate.
B. Dryvit: Dryvit Systems, Inc., the manufacturer of the TAFS materials.
C. Lamina: The layer consisting of the reinforced base coat and finish materials.
D. Finish: An acrylic based coating, available in a variety of textures and colors, which is applied to the prepared wall surface.
E. Reinforced Base Coat: The layer consisting of fiberglass reinforcing mesh fully embedded in the base coat material applied to the outside surface of the substrate.
F. Reinforcing Mesh: Glass fiber mesh used to reinforce the base coat.
G. Substrate: The existing plywood, O.S.B or Dens Glass wood Sheathing to which the Dryvit base coat is applied.

1.05 DESCRIPTION
A. General: Dryvit TAFS consists of base coat, reinforcing mesh and finish.
B. Design Requirements:
1. Acceptable surfaces for the Dryvit TAFS shall consist of ICF molded EPS manufactured with buried webs and ICF with exposed webs when additional EPS is applied to the ICF surface.
   Contact Dryvit Systems, Inc. for recommendations regarding other products.
2. Projecting surfaces shall have a minimum slope of 6:12 and maximum length of 305 mm (12 in).
3. The substrate shall be flat and smooth.
C. Performance Requirements: As a minimum the Dryvit materials shall be tested as follows:
1. Mildew/Fungus Resistance: ASTM D3273; Passed
2. Accelerated Weathering: ASTM G155 - 5000 hrs.; Passed
4. Abrasion Resistance: ASTM D968; Passed
5. Absorption, Freeze/Thaw: ASTM C67 – 60 Cycles; Passed
6. Water Penetration: ASTM E331; Passed
7. Flame Spread: ASTM E84 – Flame Spread Index less than 25, Smoke Developed less than 450.
8. Impact Resistance: EIMA 101.86. Impact resistance is measured over EPS insulation and varies with the specific reinforcing mesh used. Refer to table below:

<table>
<thead>
<tr>
<th>Reinforcing Mesh/Weight g/m² (oz/yd²)</th>
<th>EIMA Impact Classification</th>
<th>EIMA Impact Range Joules (in-lbs)</th>
<th>Impact Test Results Joules (in-lbs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard - 146 (4.3)</td>
<td>Level 1</td>
<td>3-6</td>
<td>4</td>
</tr>
<tr>
<td>Standard Plus - 203 (6)</td>
<td>Level 2</td>
<td>6-10</td>
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<td>Intermediate - 407 (12)</td>
<td>Level 3</td>
<td>10-17</td>
<td>12</td>
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<tr>
<td>Panzer 15 * - 509 (15)</td>
<td>Level 4</td>
<td>&gt;17</td>
<td>18</td>
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<tr>
<td>Panzer 20 * - 695 (20.5)</td>
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<td>&gt;17</td>
<td>40</td>
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<tr>
<td>Detail Mesh- Short Rolls - 146</td>
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<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Corner Mesh - 244 (7.2)</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

*Shall be used in conjunction with Standard Mesh

1.06 SUBMITTALS

A. See Division 1- Administrative Requirements, for submittal procedures.
B. Shop Drawings: Indicate wall joint patterns, joint details, and molding profiles.
C. Product Data: The Contractor shall submit to the owner/architect manufacturer’s product data sheets describing products, which will be used on this project.
D. Samples for Initial Selection: Provide manufacturer’s full range of colors and textures for initial selection by Architect.
E. Samples for Verification: The Contractor shall submit two to the owner/architect two samples 24” X 48” of each finish, texture, and color to be used on the project. The same tools and techniques proposed for the actual installation shall be used to prepare the samples. Samples shall be of sufficient size to accurately represent each color and texture to be utilized on the project.
F. Manufacturer’s Installation Instructions: Indicate preparation required.

1.07 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer specializing in manufacturing E.I.F.S. materials required of this section. Manufacturer shall have been engaged in manufacturing EIFS for a minimum of ten (10) years.
   1. Manufacturer: Shall be Dryvit Systems, Inc. or an approved E.I.F.S. manufacturer by architect prior to bidding. All materials shall be manufactured or sold by E.I.F.S and shall be purchased from E.I.F.S or its authorized distributor.
   2. Contractor: Shall be knowledgeable in the installation of the E.I.F.S materials and shall be experienced and competent in the application of TAFS.
B. Installer Qualifications: Company specializing in performing the work of this section and approved by the EIFS manufacturer. Installer shall have been engaged in application EIFS for a minimum of ten (10) years.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to project site in manufacturer’s original, unopened containers with labels intact. Inspect material from and notify manufacturers of any discrepancies.
B. Storage: Protect adhesives and finish materials from freeing and temperatures in excess of 90 degrees F.
   1. Protect Portland cement based materials from moisture and humidity. Store under cover off the ground in a dry location.
   2. Protect insulation materials from exposure to sunlight.
C. Upon arrival, materials shall be inspected for physical damage, freezing or overheating. Questionable materials shall not be used.

D. Materials shall be stored at the job site in a cool, dry location, out of direct sunlight, protected from weather and other damage. Minimum storage temperature shall be 7 °C (45 °F) for Color Prime™, 50 °F for Ameristone™, TerraNeo®, Lymestone™, and Reflectit, and 40 °F for all other products.

1.09 ENVIRONMENTAL REQUIREMENTS

A. Do not prepare materials or apply EIFS during inclement weather unless areas of installation are protected. Protect installed EIFS areas from inclement weather until dry.

B. Do not install finish or sealants when ambient temperature is below 40 degrees F.

C. Do not leave installed insulation board exposed to sunlight.

1.10 PROJECT CONDITIONS

A. Environmental Requirements
   1. Application of wet materials shall not take place during inclement weather unless appropriate protection is provided. Protect materials from inclement weather until they are dry.
   2. At the time of application, the air and wall surface temperatures shall be minimum 7 °C (45 °F) for Color Prime, 50 °F for Ameristone™, TerraNeo®, Lymestone™, and Reflectit, 35 °F for Rapidry DM 35-50™, and 40 °F for all other products. These temperatures shall be maintained, with adequate air ventilation and circulation, for a minimum of 24 hours thereafter, or until the products are dry.

B. Existing Conditions – The Contractor shall have access to electric power, clean water, and a clean work area at the location where the Dryvit materials are to be applied.

1.11 SEQUENCING AND SCHEDULING

A. Installation of the E.I.F.S shall be coordinated with other construction trades.

B. Sufficient manpower and equipment shall be employed to ensure a continuous operation, free of cold joints, scaffold lines, texture variations, etc.

1.12 WARRANTY

A. Material Warranty: E.I.F.S. Manufacturer shall provide standard material, covering a period of not less than ten (10) years including but not limited to defects and water tightness.

B. Labor Warranty: E.I.F.S. Installer shall provide all required labor to repair any defective material installation, covering a period of not less than five (5) years including but not limited to defects and water tightness.
1.13 DESIGN RESPONSIBILITY

A. It is the responsibility of the E.I.F.S. Installer to determine if a product is suitable for their intended use. The E.I.F.S. Installer shall be responsible for all decisions pertaining to design, detail, structural capability, attachment details, shop drawings, and the like. E.I.F.S. Installer shall prepare guidelines in the form of specifications and details to facilitate the installation process.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Approved Manufacturers: Dryvit Systems, Inc. Dryvit TAFS over ICF’s and Exterior Gypsum Board Fascia’s and Soffits shall be obtained from Dryvit or its authorized distributors.

B. Other Acceptable Manufacturers:
   1. Sto, Corp. Inc.

2.02 MATERIALS

A. Portland Cement: shall be Type I or II, meeting ASTM C150, white or gray in color, fresh and free of lumps.

B. Water: Shall be clean and free of foreign matter.

2.03 COMPONENTS

A. Air/Water-Resistive Barrier (at openings and penetrations).
   1. Dryvit Backstop® NT: A fully formulated, non-cementitious, water based material.
   2. Dryvit Grid Tape™: A 102 mm (4 in) wide, open weave fiberglass mesh tape.

B. Flashing Materials: Used to protect substrate edges at terminations.
      a. Shall be AquaFlash and AquaFlash Mesh
   2. Sheet Type:
      a. Shall be Flashing Tape and Surface Conditioner
         1) Dryvit Flashing Tape™: A high density polyethylene film backed with a rubberized asphalt adhesive available in rolls 4 inch, 6 inch and 9 inch wide by 75 ft. long.
         2) Dryvit Flashing Tape Surface Conditioner™: A water-based surface conditioner and adhesion promoter for the Dryvit Flashing Tape.

C. Expanded polystyrene (if applicable): Additional layer of EPS and EPS shapes shall be 1 pcf nominal density meeting DS131 and be produced by a manufacturer licensed by Dryvit. Shall be minimum 1 ½ inch thick applied to exterior Dens GlasGold sheathing on metal stud framing.

D. Base Coat/Adhesive
   1. Cementitious: A liquid polymer based material, which is field-mixed in a 1:1 ratio by weight with Portland Cement.
a. Shall be Genesis® or Primus®.

2. Ready mixed: A dry blend cementitious, co-polymer based product, field mixed with water.
   a. Shall be Genesis DM™, Primus DM™ or Rapidry DM™.

E. Reinforcing Mesh: Shall be a balanced open weave, glass fiber fabric treated for compatibility with other System materials and shall be as noted in Paragraph 1.04.C.8 above.

F. Finishes: Shall be the type, color, and texture as selected by the owner/architect and shall be one or more of the following:
   1. Standard DPR (Dirt Pickup Resistance): Water based, acrylic coatings with integral color and texture, and formulated with DPR (Dirt Pickup Resistance) chemistry.

G. Primers:
   1. Color Prime™, Prymit® as required to cover up gray primer.

2.04 EIFS MATERIALS & INSTALLATION OVER GYPSUM BOARD & METAL STUD WALLS

A. Exterior insulation and Finish System: Synthetic base and finish coating with fiberglass reinforcing mesh, over adhesive –attached expanded polystyrene board insulation per Paragraphs 2.03 & 2.04. Install the insulation board over exterior gypsum board sheathing and metal stud framed walls per paragraphs 2.04 B-E.

B. Air/Moisture Barrier: Ready mixed acrylic based waterproof coating for wall sheathing.
   1. Provide Dryvit or equivalent product of other approved manufacturers.

C. Mechanical Fasteners: Hilti, IDP Insulation Anchor, XIE Insulation fasteners or other anchors as recommended by manufacturer.

D. Molded Polystyrene Board Insulation over Dens Glas Gypsum Board Sheathing on Metal Framed Wall Framing: Expanded polystyrene board; SM C 578. type I; with the following characteristics.
   1. Flat Board: Back side of board adjacent to sheathing flat and adhered to exterior wall with adhesive applied with deep notched trowel, with troweled notches in vertical direction only so as to provide drainage channels to bottom flashing edge.
   2. Vent Assemblies: Specially configured insulation board assemblies designed to permit drainage at base of walls.
   3. Board Size: as recommended by EIFS finish manufacturer.
   4. Board Size Tolerance: +/-1/16 inch from square and dimension.
   5. Board Thickness: As indicated on drawings, Minimum 1 ½” thick.
   7. Board Edges: Square
   8. Thermal Resistance (R factor per 1 in. (25.4 mm) at 75° F; 3.60.
   9. Board Density: 0.9 lb/cu ft.
   11. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/400, when tested in accordance with ASTM E 84.
12. Install ½” deep V-Grooves as shown on exterior elevation for design of insulation panels.

E. Reinforcing Mesh: Balanced open weave glass fiber fabric, treated for compatibility and improved bond with coating, weight, strength, and number of layers as required to meet system impact rating.

2.05 ACESSORIES

A. Insulation Adhesive: Type recommended by EIFS manufacturer for project substrate.

B. Insulation Fasteners: Fasteners and plate system appropriate for substrate and as recommended by EIFS manufacturer.

C. Flashing; As specified in Section 07600.

D. Trim: EIFS manufacturer’s standard PVC or galvanized steel trim accessories, as required for a complete project and including starter track, and drainage accessories.

E. Sealant Material: As recommended by EIFS manufacturer.

F. E.F.I.S. control joints in walls as shown on drawings and in current existing wall.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that substrate is sound and free of oil, loose materials, or protrusions that could interfere with EIFS installation and is a type that is acceptable to EIFS manufacturer. Do not begin work until substrate and adjacent materials are thoroughly dry.

B. Verify that substrate surface is flat, with no deviation greater than ¼” when tested with a 10 foot straightedge.

C. Verify substrate surfaces are durable, dry, free of frozen matter, dampness, loose particles, foreign matter detrimental to adhesion or application of waterproofing system.

C. Verify items, which penetrate surfaces to receive waterproofing are securely installed.

D. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

E. Report in writing to Architect prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

F. By beginning Work, Contractor accepts existing conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.
3.02 INSTALLATION- GENERAL

A. Install in accordance with manufacturer’s instruction and requirements and recommendations of ASTM C 1397.

B. Install in accordance with manufacturer’s instructions and requirements and recommendations of EIMA Guideline Specification for Exterior Insulation and Finish System, Class PB.

C. Install vent assemblies recommended by Exterior Insulation and Finish System manufacturer.

D. Accessories: Install white PVC starter track with drainage weep holes in bottom of 2” thick track, back-wrap mesh or edge-wrap mesh at system terminations and other accessories a recommended by EIFS manufacturer, assuming that track is level and securely fastened.

D. Starter insulation board shall be back rapped at base of all flashing.

E. Cut off a minimum of 6” of the existing E.I.F.S. at bottom of all walls as the existing E.I.F.S. bottom edge and top surface of counter flashing as sealed with sealant continuously and does not allow for any drainage.

3.03 AIR/MOISTURE BARRIER

A. Install liquid applied moisture/air barrier in accordance with manufacturer’s instructions.

B. Install new TyVek Drainage barrier over the liquid applied moisture / air barrier in all locations new area to receive new rigid insulation board for new E.F.I.S. coating.

3.04 STARTER TRACKS AND FLASHINGS

A. Install white PVC starter track with drainage weep holes in bottom of 1 1/2” thick starter tracks as directed by manufacturer and required to direct water to exterior.

B. Provide flashings to direct water to the exterior where it is likely to penetrate components in the wall assembly. Including above door sills, at roof/wall interactions, decks, above projecting features, at the base of the wall, and elsewhere as needed.

3.05 INSULATION

A. Install insulation in accordance with E.I.F.S. manufacturer’s instructions

B. Install boards vertically on all wall surfaces.

C. Place boards in a method to maximize tight joints. Stagger vertical joints and interlock at corners. Butt edges and ends tight to adjacent board and to protrusions. Achieve a continuous flush insulation surface, with no gaps in excess of 1/16 inch.

D. Rasp irregularities off installed insulation board.
E. Adhesive Attachments: Use notched trowel method. Apply adhesive in vertical ribbons to allow drainage as recommended by manufacturer.

3.06 COATING AND REINFORCING MESH

A. Install coatings and reinforcing mesh in accordance with manufacturer’s instruction and EIMA Class PB recommendations.

B. Base Coat: Apply in thickness as necessary (minimum 1/8 inch thickness) as necessary to fully embed reinforcing mesh, wrinkle free, including back-rap at all terminations of the E.I.F.S. Install reinforcing fabrics as recommended by E.I.F.S. manufacturer.
   1. Do not allow mesh color to show through base coat.

C. Lap reinforcing mesh edges and ends a minimum of 2 ½ inches. Also overlap existing E.I.F.S. surfaces were new insulation abuts existing insulation board.

D. Install trim as indicated. Install only in full lengths, to minimize moisture intrusions; cut horizontal trim tight to vertical trim.

E. Resurface all existing E.I.F.S. walls surfaces that are patched for installation of new metal wall termination flashings.

F. Apply finish coat, embed finish aggregate, and finish to a uniform texture and color to match adjacent E.I.F.S. color and texture. Provide QuartzPutz E.I.F.S. Finish.

G. Finish Coat Thickness: As recommended by manufacturer.

I. Apply sealant at finish perimeter and expansion joints in accordance with Section 07900 that is compatible with E.I.F.S.

3.07 CLEANING AND PROTECTION

A. Do not permit finish surface to become soiled or damaged.

B. Remove excess and waste EIFS materials from project site.

C. Clean EIFS surfaces and work areas of foreign materials resulting from EIFS operations.

D. Provide protection of installed materials from dust, dirt, precipitation, freezing and continuous high humidity until they are fully dry.

END OF SECTION 07250
PART 1  GENERAL

1.01  SECTION INCLUDES

A. New pre-finished metal counter flashing installed over existing brick veneer including continuous clip flashing as indicated on drawings. Color to be Sierra Tan.

B. New pre-finished (2) Piece metal wall flashing installed over existing top surface over existing concrete block on South Side of upper Gym wall infill, including continuous flashing clips as indicated on drawings. Color to be Sierra Tan.

C. New prefinished Bone White metal front entry roof gravel stop / fascia flashing as shown on drawings.

D. New pre-finished metal window jamb flashing metal wall flashing installed vertically at window and louver jambs where new E.I.F.S. wing wall façades installation terminates at existing window jambs as indicated on drawings. Color to be Sierra Tan.

E. All required screw fasteners in concealed, pop rivets at exposed surfaces of metal flashing, gasketed painted steel fasteners on backside of parapet flashings at exposed fasteners. Color of fasteners to match flashing color that is being secured to wall.

F. Mock-up section of all different flashing installations for Owner and Architect to approve prior to fabricating the entire flashing for the entire project. If approved for the project, mock-up sample can remain as part of the project. If not approved, contractor shall remove and reinstall a new mock-up flashing installation for Owner and Architect to approve until satisfactory.
   1. Counter Flashing and Wall Flashing – 20’-0” long mock-up flashing including seam covers. Color: Sierra Tan
   2. (2) Piece Gym Wall Flashing - 20’-0” long mock-up flashing including seam covers. Color: Sierra Tan
   3. Front Entry Metal Fascia / Gravel on South End of Entry Roof with 1” high gravel stop /fascia as specified on drawings. Curve in segments to match existing curved roof profile. Color: Bone White
   4. Pier Cap Flashing on West Gym Wall: Color: Dark Bronze Flashing.
   6. (2) Louver head Flashing: Color: Colonial Red.

1.02  RELATED SECTIONS

A. Section 04500 – Masonry Restoration and Repair. Cut new reglet flashing joints as required in existing masonry.

B. Section 07900 - Joint Sealers: Install concealed lap sealant between flashing pieces at lap joints. Also install continuous bead of sealant in cornice reglet joint and tool to tight concave profile similar to masonry joints.

1.03  REFERENCES

A. ASTM A361 - Steel Sheet, Galvalume Coated by the Hot-Dip Process, for Roofing and Siding.
B. ASTM A525 - Steel Sheet Zinc Coated (Galvanized) by the Hot-Dip Process.

C. FS O-F-506 - Flux, Soldering, Paste and Liquid.

D. NAAM - Metal Finish Handbook.

E. FS SS-C-153 - Cement, Bituminous, Plastic.


1.04 SUBMITTALS

A. Shop Drawings: Indicate material manufacturer, color, profile, jointing pattern, jointing details, fastening methods, and installation details for all different flashing profiles and conditions.

B. Color: To be selected by architect from manufacturer’s standard colors.

1.05 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA and NRCA Standard Details and Requirements.

1.06 QUALIFICATIONS

A. Installer / Fabricator: Company specializing in sheet metal roof installations with 3 years of experience.

1. Approved Sheet metal installers:
   a. Academy Roofing, 6361 NE 14th St., Des Moines, IA 50313, Ph: 515-964-2345
   b. Dallas Construction, 800 Adair St. De Soto, IA 50069, Ph: 515-834-2900
   c. Exterior Sheet Metal, 1101 NE Main St., Grimes, IA 50111, Ph: 515-986-4366
   e. Other approved Fabricators approved by architect and listed in any this project addendums.

1.07 DELIVERY, STORAGE AND HANDLING

A. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

B. Prevent contact with materials during storage, which may cause discoloration or staining.

C. Metal to arrive at job site w/ plastic protective film coating. Contractor shall remove all protective film just prior to installation. If all protective film can be removed just after installation then install the metal flashings and remove protective film immediately to prevent sun and heat from melting the film to the metal flashings. If flashing surface is cut to remove plastic film all cut or scraped flashing shall be removed.
PART 2 PRODUCTS

2.01 NEW SHEET METAL FLASHING MATERIALS

A. Flashing Materials

1. Prefinished Galvanized Steel Flashing: ASTM B209, 24 gauged G-90 form steel, shop precoated with Kynar 500 Fluoro-carbon coating UNA-CLAD / Firestone or Berridge Manufacturing Co. – Color: Una-Clad-Firestone – Colors required for the project are
   a. Sierra Tan
   b. Bone White
   c. Dark Bronze
   d. Colonial Red

2. If prefinished any Pre-finished Metal Counter Flashing at Existing E.I.F.S. walls to be repair need to be Sierra Tan to match existing flashing.

B. Pre-coated Steel Continuous Water Table and Pilaster Clips: ASTM A792-86 20 gauged G-90 unfinished, continuous spring clip sections, Galvalume coating.

2.02 ACCESSORIES

A. Fasteners: Stainless steel, galvanized steel or aluminum. Use concealed fasteners as shown on drawings. Finish exposed fasteners same as flashing metal. Avoid contact between dissimilar materials. Use neoprene washers as required to make fasteners watertight connections.

B. Protective Backing Paint: Zinc chromate alkyd.

C. Sealants: Refer to Section 07900.

2.03 FACTORY FABRICATION

A. Form sections true to shape, accurate in size, square, and free from distortion, oil canning or defects.

B. Provide 4” wide seam cover flashing over all flashing joints and provide seam cover with slightly bent edges to hub the flashing below.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

B. Report in writing to Architect prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

C. By beginning Work, Contractor accepts existing conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.
D. Verify with masonry restoration contractor is complete and ready for restored wall to receive new flashing.

3.02 PREPARATION

A. Field measure site conditions prior to fabricating work.

B. Protect elements surrounding work of this Section from damage or disfigurement, especially to the existing masonry wall.

3.03 FLASHING INSTALLATION

A. Fabricate to shapes and sizes indicated on drawings.

B. Secure all flashing to meet SMACMA recommended flashing installation and flashing procedures.

C. Provide 4” wide seam cover flashing at all parapet flashing joints and provide seam cover with slightly bent edges to hub the flashing below. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

D. Refer to Paragraph 1.01 F. 1-5 for flashing colors and locations.

E. Fabricate corners with overlapping watertight mitered cut.

F. Install flashings to minimize oil can effects in flashings.

F. Remove all protective plastic sheet over all prefinished sheet metal flashings before installing flashing in permanent location.

END OF SECTION 07600
PART 1   GENERAL

1.01 SECTION INCLUDES

A. Polyurethane Sealant Used for Exterior Masonry Joint Sealant in brick and limestone veneer. Sealant installed in joints between masonry façade and concrete sidewalk paving.

B. Accessories:

   1. Joint Backing: Round, closed cell polyethylene foam rod; oversize 30 to 50 percent larger than joint width.

   2. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

   3. Sealant Primer: Sealant Primer recommended by the sealant manufacturer shall be installed prior to installing sealant in all joints to receive sealant.

1.02 RELATED SECTIONS

A. Section 04100 - Mortar: Rake joints 1" deep to receive sealant and backer rod.

B. Section 04200 – Masonry Units: Prime edge of masonry units to receive sealant

C. Section 04500 – Masonry Restoration and Repair: Sealant and Backer rods in control joints and other joints requiring sealant as shown on drawings.

D. Section 07600 – Flashing: Install sealant in under seam cover flashing and in horizontal reglet cornice joint of all flashing and around perimeter of flashing edges or as shown drawings.

E. Section 09900 – Painting: Paint any miscellaneous steel indicated to be painted on drawings.

1.03 REFERENCES


C. ASTM C790 - Use of Latex Sealing Compounds.

D. ASTM C804 - Use of Solvent-Release Type Sealants.

E. ASTM C834 - Latex Sealing Compounds.

F. FS TT-C-00598 - Caulking Compound, Oil and Resin Base Type.

G. FS TT-S-00227 - Sealing Compound: Elastomeric Type, Multi-Component.
H. FS TT-S-00230 - Sealing Compound: Elastomeric Type, Single Component.

I. FS TT-S-001543 - Sealing Compound, Silicone Rubber Base.

J. SWI (Sealing and Waterproofers Institute) - Sealant and Caulking Guide Specification.

1.04 SUBMITTALS

A. Submit product data indicating sealant chemical characteristics, performance criteria, limitations, and color availability.

B. Manufacturer's Installation Instructions: Indicate special procedures surface preparation, perimeter conditions requiring special attention.

1.05 QUALITY ASSURANCE

A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

1.06 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this Section with a minimum three (3) years experience.

B. Applicator: Company specializing in performing the work of this Section with minimum three (3) years experience approved by manufacturer.

1.07 WARRANTY

A. Provide five (5) year warranty that the sealant will hold its bond to the two both surfaces between adjacent.

B. Warranty: Include coverage for installed sealants and accessories which fail to achieve air tight seal, water tight seal, and exhibit loss of adhesion or cohesion, or do not cure.

1.08 ENVIRONMENTAL REQUIREMENTS

A. Do not install solvent curing sealants in enclosed building spaces.

B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.01 SEALANTS

A. Polyurethane Sealant: Use for exterior control joints in brick veneer and exterior limestone accent joints, window sill and up jamb 4” each side of all window opening and door perimeter, and general caulking. Refer to drawings for more information.
1. Sika Flex 2C
2. Tremco Dymric
3. Sonneborn - Sololastic NP1 or NP2

2.02 ACCESSORIES

A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. Joint Backing: ANSI/ASTM D1056; round, closed cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width.

D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application where joint is not deep enough for backer rod installation.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that substrate surfaces and joint openings are ready to receive work and field measurements are as shown on Drawings and recommended by the manufacturer.

B. Verify that joint backing and release tapes are compatible with sealant.

C. Verify joint are clean and dry before installing backer rod and sealant.

3.02 PREPARATION

A. Clean and prime joints in accordance with manufacturer's instructions.

B. Remove loose materials and foreign matter, which might impair adhesion of sealant.

C. Perform preparation in accordance with manufacturer's instructions.

D. Protect elements surrounding the work of this Section from damage or disfiguration.

3.03 INSTALLATION

A. Joints between dissimilar materials install sealant in accordance with manufacturer's instructions.

B. Measure joint dimensions and size materials to achieve required 2:1 width/depth ratios.

C. Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.

D. Install bond breaker where joint backing is not used.
E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

G. Tool joints concave unless detailed otherwise.

3.04 CLEANING AND REPAIRING
   A. Clean adjacent soiled surfaces.
   B. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.05 PROTECTION OF FINISHED WORK
   A. Protect sealants until cured.

3.06 SCHEDULE
   A. Install sealant in brick veneer and limestone accents joints requiring sealant. Refer to drawings for more information.
   B. Where caulking or sealant is noted on drawings.
   C. Sealant under all metal flashing seam covers.
   D. Install primer, backer rod and sealant in new cut control joints with new primer, backer rod and sealant.
   E. Where needed to make a watertight seal around all new materials connected to existing materials.

END OF SECTION 07900
PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation of all surfaces to received paint.

B. Painting of all surfaces to receive a painted finished. Refer to Drawings for new painted surfaces and materials.

1.02 RELATED WORK

A. Section 04500 – Masonry Restoration and Repair: Miscellaneous Steel and Existing Steel Lintels cleaned to be painted, exposed restored steel lintels, electrical conduit, junction box, etc.

1.03 REFERENCES

A. ANSI/ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Laquer, and Related Products.


E. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

1.04 DEFINITIONS

A. Conform to ANSI/ASTM D16 for interpretation of terms used in this Section.

1.05 SUBMITTALS

A. Submit product data under provisions of Division 1.

B. Provide product data on all finishing products.

C. Submit samples illustrating range of colors available for each surface, finishing product scheduled, for selection.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptance.

B. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.

C. Store paint materials at minimum ambient temperature of 45° F and a maximum of 90° F, in well ventilated area, unless required otherwise by manufacturer's instructions.
D. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.08 ENVIRONMENTAL REQUIREMENTS

A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 50° F for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.

B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 50 percent, unless required otherwise by manufacturer's instructions.

C. Minimum Application Temperatures for Latex Paints: 45° F for interiors; 50° F for exterior; unless required otherwise by manufacturer's instructions.

D. Minimum Application Temperature for Varnish and Stain Finishes: 65° F for interior or exterior, unless required otherwise by manufacturer's instructions.

E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Sherwin Williams.

B. Other approved manufactures are listed below. All other paint must meet the quality of the specified Sherwin Williams paint as determined by the owner.

1. Diamond Vogel
2. Pittsburg Paints Inc.

C. Substitutions: No other paint manufacturer substitutions allowed without prior approval prior to bidding.

2.02 MATERIALS

A. Coatings: Ready mixed, except field-catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating. Good flow and brushing properties; capable of drying or curing free of streaks or sags.

B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

C. Fastener Head Cover Materials: Latex fillers and putty to match adjacent material.

D. Provide five (5) color of paint. Match color of painted surface to color.

1. Terracota Color: Steel angle lintel paint terracotta color to match red orange brick color as indicated on drawings.
2. Dark Bronze Color: Painting misc. steel items paint them dark bronze where required on drawings similar
3. Ceiling White Color: Painting of cast in place existing paint entry soffits or plaster entry soffits.
4. Tan Color: Exterior Tan side of Hollow Metal Doors, Frames, Sidelight Frames and 4” steel pipe columns color Tan to match existing hollow metal door and frames.
5. Safety Yellow Color: Paint existing bollards safety yellow.

2.03 FINISHES

A. Refer to schedule at end of Section for surface finish and color schedule.

PART 3 EXECUTION

3.01 INSPECTION

A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application. Beginning painting of priming indicates that painting contractor accepts the substrate primed.

C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:

1. Exterior Wood Trim & Siding: 15 percent maximum, measured in accordance with ASTM D2016.
2. Miscellaneous Steel and Steel Lintels are dry to the touch.

3.02 PREPARATION

A. Remove or mask electrical plates and devices, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.

B. Correct minor defects and clean surfaces which affect work of this Section. Remove existing coatings that exhibit loose surfaces of finishes with sand paper, scrapers and/or wire brushes.

C. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

D. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

E. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt, and rust. Apply heavy coatings where rust and scale is evident, remove by wire brushing or grinding and cleaning by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.

3.03 PROTECTION

A. Protect elements surrounding the work of this Section from damage or disfiguration.
B. Repair damage to other surfaces caused by work of this Section.

C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces and windows.

D. Remove empty paint containers from site.

3.04 APPLICATION

A. Apply products in accordance with manufacturer's instructions.

B. Do not apply finishes to surfaces that are not dry.

C. Apply each coat to uniform finish.

D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.

E. Sand wood and metal lightly between coats to achieve required finish.

F. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.

G. Allow applied coat to dry before next coat is applied.

3.05 CLEANING

A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.

B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.

C. Collect cotton waste, cloths, and material, which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.06 EXTERIOR PAINT SPECIFICATIONS

A. Exterior Misc. Architectural, Mechanical and Electrical exposed Items designated on drawings:
   Provide 4 colors for this application colors required
   a. Terracotta or Dark Bronze to match brick for lintels.
   b. Dark Bronze for Misc. Steel Items.
   c. Tan for steel front columns, and hollow metal doors, frames and sidelights.
   d. Safety Yellow for exterior steel pipe bollards.

B. Painting existing lintels to be restored,

   1. Prime: – Epoxy Primer – SW Kem Kromik Universal Metal Primer - 1 Coat on rusted or bare metal on all lintels required to be painted.
   2. Finish: - Industrial Enamel Paint – SW Industrial Enamel PDS / SDS
C. Exterior Steel Doors & Frames and Miscellaneous Steel Items: Provide 3 colors for this application. Color to match existing hollow metal door and frame colors. The existing doors and frames are either Color Tan, Dark Bronze for misc. steel items and Safety Yellow for Steel Bollards.
   1. Prep. Sand all exterior surfaces to be painted. Sand all rust off to bare steel and spot prime.
   2. Spot Primer: KemKromik Universal Metal Primer B50WZ1 – 1 Coat
   3. Primer for non-shop primed steel: SW Procryl Universal Primer – 1 Coat
   4. Finish: Direct to Metal Enamel Gloss B55Series – 2 Coats

D. Prepping and painting exterior Concrete and Plaster Entry soffits (1) color Ceiling White.
   1. Wire brush loose material of plaster / concrete surface and install Sherwin Williams: Extreme Bonding Primer where needed for proper paint adherence and over all patch areas where rust aggregate was drilled out from concrete soffits and concrete patch material installed.
   2. SW Loxon Concrete Masonry Primer on any bare concrete or plaster soffits.

END OF SECTION 09900
PART 1  GENERAL

1.01  SECTION INCLUDES

A.  (3) Steel Exterior Parking Sign wall mounted to brick wall.

B.  Contractor shall furnish all fasteners required to fasten all exterior signs.

1.02  RELATED SECTIONS

A.  Section 04500 Masonry Restoration: Fasten new signs to face of newly tuckpointed wall and exterior wall has been repaired.

1.03  SUBMITTALS

A.  Shop Drawings: Submit shop drawings listing sign styles, lettering and locations and overall dimensions of all signs and graphics and define exact location of all signs.

B.  Submit samples under provisions of Section 01300.

C.  Manufacturer’s Installation Instructions: Install new signs where existing signs where removed.

1.04  DELIVERY, STORAGE AND HANDLING

A.  Package signs, labeled in name groups.

PART 2  PRODUCTS

2.01  MANUFACTURERS

A.  A.S.I. Signs Systems.

B.  Interface Architectural Signage.

C.  Best Sign Systems.

D.  Nagle Signs

E.  Acceptable Manufacturers as approved by architect prior to bidding.

2.03  EXTERIOR METAL “FDC” SIGNS

A.  Contractor shall install (3) 12” x 18” Steel Sign 16 Gauge Thick with white lettering on a blue background expansion anchored to wall. Signs shall read as follows:

    a.  NO PARKING - VICE PRINCIPAL
    b.  NO PARKING – SECRETARY
    c.  NO PARKING - ENGINEER
PART 3 EXECUTION

3.01 EXAMINATION

A. Verify substrate conditions. Beginning installation indicates installer accepts substrate.

B. Follow Manufacturer’s instructions.

3.02 INSTALLATION

A. Install in accordance with manufacturer’s instructions and mount signs with bottom of sign at 5’-0” above parking surface.

B. Expansion anchor handicap parking signs into existing brick wall. Install anchors in mortar joints and NO IN FACE OF BRICK.

3.03 CLEANING

B. Remove all protective plastic sheeting.

C. Clean and polish signs.

END OF SECTION 10400
E.I.F.S. & METAL TOP OF WALL DETAIL

E.I.F.S. & METAL WALL COVER PLAN DETAIL

E.I.F.S. WALL BASE REPAIR DETAIL

E.I.F.S. & FLASHING DETAIL KEYNOTES

REFER TO DRAWING A2.0 FOR KEYNOTES ON THIS SHEET

NOTE: ALL KEYNOTES ON THIS DRAWING REFER TO THE KEYNOTES ON DRAWING A2.0 (NOT ON A3.1)

METAL COVER FLASHING DETAIL

E.I.F.S. BASE FLASHING DETAIL

E.I.F.S. EDGE TERMINATION DETAIL

SCALE: 3/" = 1'-0"

SCALE: 3/" = 1'-0"

SCALE: 3/" = 1'-0"