

**URBANDALE COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS' MEETING
MONDAY, MARCH 28, 2016
BOARD MEETING – 7:00 P.M.
URBANDALE CITY HALL – 3600 86TH STREET
CHRIS GUNNARE, PRESIDENT**

Our Mission: teach all/reach all

Our Vision: Urbandale will be a school district that brings learning to life for everyone.

*Urbandale is a national leader in **CHARACTER COUNTS!**, endeavoring at all times to promote and model the principles of trustworthiness, respect, responsibility, fairness, caring and citizenship. In conducting tonight's meeting, we expect that all participants will act in a respectful manner consistent with these principles*

AGENDA

Urbandale City Hall – 3600 86th Street

- I. **Call to Order and Roll Call**
- II. **Approval of Agenda**
- III. **Communication from the Public – School Community Relations (1001)**
- IV. **Report of the President**
 - A. Approval of Revisions to Board Mission Statement
- V. **Report of the Superintendent of Schools**
 - A. Certified Budget Presentation - 2016-2017 School Year
 - B. Set Public Hearing Date for 2016-17 Certified Budget
 - C. Approval to Publish Proposed 2016-17 Certified Budget
 - D. Set Public Hearing Date for the 2016-2017 Metro West Learning Academic Calendar
 - E. Set Board Meeting Dates - 2016-2017 School Year
 - F. Set Hearing Date and Bid Date - High School Track Resurfacing
 - G. Approval of PrimeroEdge Food Service Software System purchase
 - H. Approval of Proxy Card Time Card System purchase
 - I. Approval of Naviance Career Track Software for HS and MS
 - J. Approval of Follett Library Software System Purchase
 - K. Learning Together Activity - February 2016 *Board & Administrator*
- VI. **Consent Agenda Items – Business Procedures (801)**
 - A. Approval of March 7, 2016 Board Meeting Minutes

- B. Approval of Open Enrollment
- C. Approval of Personnel Report
- D. Approval of Spanish Program Field Trip Summer 2017
- E. Approval of German Program Field Trip Summer 2016
- F. Approval of Olmsted Elementary Henry Doorly Zoo Field Trip Request
- G. Approval of Webster Elementary Henry Doorly Zoo Field Trip Request
- H. Approval of Mowing Contractor for 2016, 2017, and 2018
- I. Acceptance of Donated Sculptures and the Approval to Install Structures
- J. Approval of Student Teaching, Field Experiences and Practicums (Buena Vista University)
- K. Approval of Student Teaching, Field Experiences and Practicums (University of Northern Iowa)
- L. Approval of Luther College Clinical Field Experience Contractual Agreement for the 2016-2017 Academic Year.
- M. Approval of Agreement with Educatius International
- N. Approve Change Order for the KA Project
- O. Approval of the Imaging Technologies Copier Maintenance Agreement for Webster Elementary
- P. Approval of Voya Life Insurance Renewal Offer
- Q. Approval of Voya Disability Insurance Renewal Offer
- R. Approve Fund Transfer From Building Trades Fund to the General Fund
- S. Accept Financial reports for February
- T. Authorization to Pay Bills

VII. **Discussion of Other Matters**

VIII. **Meeting Evaluation Form**

IV. **Adjourn**

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AGENDA

Urbandale City Hall – 3600 86th Street

I. Call to Order and Roll Call

Name	Present	Absent
Aaron Applegate	_____	_____
Aldrich Cabildo	_____	_____
Graham Giles	_____	_____
Chris Gunnare	_____	_____
Katherine Howsare	_____	_____
Cate Newberg	_____	_____
Tanya Ruden	_____	_____

II. Approval of Agenda

BE IT RESOLVED that the Board of Directors approve the Agenda for the Board meeting being held on Monday, March 28, 2016.

Motion by: _____ Seconded by: _____

Board action:

III. Communication from the Public – School Community Relations (1001)

The Board of Directors encourages public input and will provide a time at the beginning of the regular monthly meeting for that purpose. Persons seeking to address the Board may contact the office of the Superintendent of Schools to be placed on the agenda, or they may request the opportunity to address the Board at the regularly scheduled monthly meeting. If several persons seek to address the Board, the President of the Board of Directors will determine how much time will be available to each speaker.

IV. **Report of the President**

A. Approval of Revisions to Board Mission Statement - *Special Report # 10*

BE IT RESOLVED that the Board of Directors approve the revisions to the Board Mission Statement.

Motioned by _____ Seconded by _____

Board action:

V. **Report of the Superintendent of Schools**

A. **Certified Budget Presentation - 2016-2017 School Year - *Special Report # 1***

Shelly Clifford, Chief Financial Officer, will present information on the Certified Budget for 2016-2017 fiscal year.

B. Set Public Hearing Date for 2016-2017 Certified Budget

Shelly Clifford, Chief Financial Officer, recommends setting April 11, 2016 at 7:00 P.M. as the date and time for a public hearing regarding the proposed 2016-2017 Certified Budget for the 2016-2017 fiscal year.

BE IT RESOLVED that that the Board of Directors approve to set the hearing date of April 11th, 2016 at 7:00PM as the date and time for a public hearing regarding the proposed 2016-2017 Certified Budget for the 2016-2017 fiscal year.

Motion by _____ Seconded by _____

Board action:

C. Discussion and Approval to Publish Proposed 2016-2017 Certified Budget

Shelly Clifford, Chief Financial Officer, will request approval to publish the proposed 2016-2017 Certified Budget.

BE IT RESOLVED that the Board of Directors approve the Publication of the 2016-2017 Certified Budget

Motion by _____ Seconded by _____

Board action:

D. Set Public Hearing Date for the 2016-2017 Metro West Learning Academic Calendar - *Special Report # 2*

Steve Bass, Superintendent, recommends setting April 11, 2016 at 7:00 P.M. as the date and time for a public hearing regarding the proposed 2016-2017 Metro West Academic Calendar.

BE IT RESOLVED that that the Board of Directors approve to set the hearing date of April 11th, 2016 at 7:00PM as the date and time for a public hearing regarding the proposed 2016-2017 Metro West Academic Calendar.

Motion by _____ Seconded by _____

Board action:

E. Set Board Meeting Dates - 2016-2017 School Year - *Special Report # 3*

Steve Bass, Superintendent, will present the School Board of Director's meeting dates for the upcoming 2016-2017 school year.

BE IT RESOLVED that the Board of Directors approve the Board of Directors meetings for the 2016-2017 school year.

Motioned by _____ Seconded by _____

Board action:

F. Set Hearing Date and Bid Date - High School Track Resurfacing - *Special Report # 4*

Shelly Clifford, Chief Financial Officer, recommends setting April 11th, 2016 as the hearing date and bid date regarding the High School track resurfacing.

BE IT RESOLVED that that the Board of Directors approve to set the hearing date of April 11th, 2016 at 7:00PM as the date and time for a public hearing regarding the track resurfacing at the HS and MS.

Motion by _____ Seconded by _____

Board action:

G. Discussion and Approval of Food Service Software System Purchase - *Special Report # 5*

Cathy Conklin, Nutrition Services Director, and Shelly Clifford, Chief Financial Officer, requests approval for the purchase of the PrimeroEdge Food Service Software System.

BE IT RESOLVED that the Board of Directors approve the purchase of the PrimeroEdge Food Service Software System.

Motion by _____ Seconded by _____

Board action:

H. Discussion and Approval of Proxy Card Time Card System Purchase - *Special Report #6*

Mark Lane, Human Resources Director, and Steve Bass, Superintendent, request approval for purchase and Installation of 16 proxy card time clocks, through TouchPoint Kiosk throughout the District.

Total year one cost - \$39,200.00.
Annual service and support - \$2,400.00

BE IT RESOLVED that the Board of Directors approve the purchase of the Proxy Card Time Card System.

Motioned by _____ Seconded by _____

Board action:

I. Discussion and Approval of Naviance Career Track Software for HS and MS - *Special Report #7*

Jason Volmer, Coordinator of Special Education, and Steve Bass, Superintendent, request approval for purchase of Naviance Career Track Software for the High School and Middle School.

The payment terms are as follows:

July 2016: \$18,075.22

July 2017: \$11,078.36

BE IT RESOLVED that the Board of Directors approve the purchase of the Naviance Career Track Software for the HS and MS.

Motioned by _____ Seconded by _____

Board action:

J. Discussion and Approval of Follett Library Software System Purchase - *Special Report # 8*

Crista Carlile, Director of Teaching and Learning, and Steve Bass, Superintendent, request approval for purchase of the Follett Destiny Solution Software Suite for the Library. The final purchase price will be \$24,315.14, with the Annual Licensing and Maintenance costs totalling \$9,047.00.

BE IT RESOLVED that the Board of Directors approve the purchase of the Follett Library Software Suite.

Motion by _____ Seconded by _____

Board action:

K. Learning Together Activity: *March Board & Administrator - Special Report #9*

Steve Bass, Superintendent, will discuss topics in the February issue of *Board and Administrator*.

VI. Consent Agenda Items – Business Procedures (801)

Are there any consent agenda items that need to be extracted for separate consideration? If not, I will entertain a motion to approve consent agenda items A through T.

- A. Approval of March 7, 2016 Board Meeting Minutes - *Special Report #11*
- B. Approval of Open Enrollment - *Special Report #12*
- C. Approval of Personnel Report - *Special Report # 13*
- D. Approval of Spanish Program Field Trip Summer 2017 - *Special Report # 14*
- E. Approval of German Program Field Trip Summer 2016 - *Special Report # 15*
- F. Approval of Olmsted Elementary Henry Doorly Zoo Field Trip Request - *Special Report # 16*
- G. Approval of Webster Elementary Henry Doorly Zoo Field Trip Request - *Special Report # 17*
- H. Approval of Mowing Contract - *Special Report # 18* (report to be added to Dropbox Monday, March 28th, 2016)
- I. Acceptance of Donated Sculptures and the Approval to Install Sculptures - *Special Report # 19*
- J. Approval of Student Teaching, Field Experience and Practicums (Buena Vista University) - *Special Report # 20*
- K. Approval of Student Teaching, Field Experience and Practicums (University of Northern Iowa) - *Special Report # 21*
- L. Approval of Luther College Clinical Field Experience Contractual Agreement for the 2016-2017 Academic Year. - *Special Report # 22*
- M. Approval of Agreement with Educatius International - *Special Report # 23*
- N. Approve Change Order for the KA Project - *Special Report #24*
- O. Approval of the Imaging Technologies Copier Maintenance Agreement for Webster Elementary - *Special Report #25*
- P. Approval of Transfer From Building Trades Fund to the General Fund - *Special Report # 26*
- Q. Approval of Voya Life Insurance Renewal - *Special Report #27*
- R. Approval of Voya Disability Insurance Renewal - *Special Report #28*
- S. Acceptance of Financials - *Special Report # 29*
- T. Authorization to Pay Bills - *Special Report #30*

BE IT RESOLVED that the Board of Directors approve the consent agenda items A through T.

Motion by: _____ Seconded by: _____

Board action:

- VII. **Discussion of Other Matters**
- VIII. **Meeting Evaluation Form - See Attachment**
- IV. **Adjourn**

Current USCD Board of Education Mission

The mission of the Urbandale Community School District Board of Directors is to partner with district employees, parents, community members, and students to teach all and reach all. We will accomplish this by establishing high expectations for learning, monitoring data and input, and modeling continuous improvement through lifelong learning while being financial stewards of the district's resources.

Proposed Revised USCD Board of Education Mission

To partner with stakeholders to teach all and reach all through governance of Board Policy and Operating Protocol.

OR

Partnering with stakeholders to teach and reach all, by forming district policy and operating protocols.

Urbandale Community School District

2016-17 Certified Budget Overview

**Shelly Clifford
Chief Financial Officer**

March 28, 2016

Certified Budget Development:

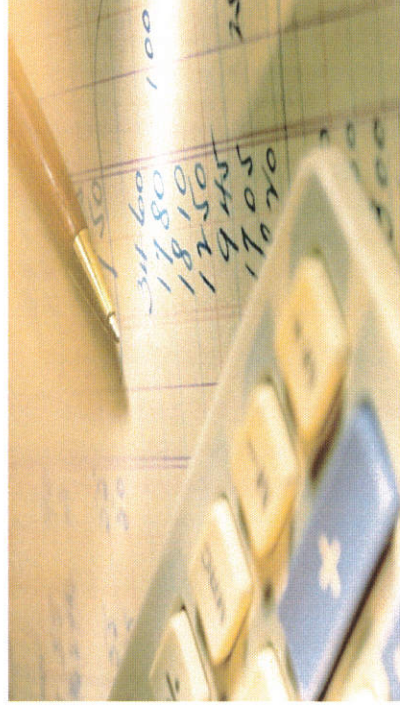
- ▶ Presentation Goals:
 - Budgeting process overview, timeline, certification proposals
 - Board of Directors discussion – financial goals, key financial targets, budget priorities, Legislated SSA 2.25%(?), tax levy implications
- ▶ Next Steps and Board Actions:
 - School Board meeting – March 28, 2016 (tonight)
 - Set a Public Hearing date for April 11, 2016
 - Discussion and approval to publish a proposed budget
 - School Board meeting – April 11, 2016
 - Public Hearing and Certified Budget Presentation
 - Budget Adoption by Board of Directors
 - Monitor Legislative action on SSA now, before/after adoption
 - CFO submits Certified Budget to Dept. of Management and delivers all documents to County Auditor by April 15th deadline.
 - Adjust budget as appropriate, after Governor sign bills on SSA%

Timeline for Budget Certification

March						
20	21	22	23	24	25	26
27	28 Approval of Proposed Budget, Approval to Publish	29 CFO meets 10 am deadline for legal publication	30	31		
April						
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Tax rate can be adjusted down at any time before mid May 2016. Once rate is published, it can only be adjusted downward, it cannot be increased. </div>						
3	4	5	6	7	8	9
10	11 Public Hearing and Budget Adoption	12	13 CFO delivers budget to County Auditor Office	14	15 Budget due at County Auditor Office	16
					1 Budget publication in DM Register Urbandale News	2

Budgeting clarification:

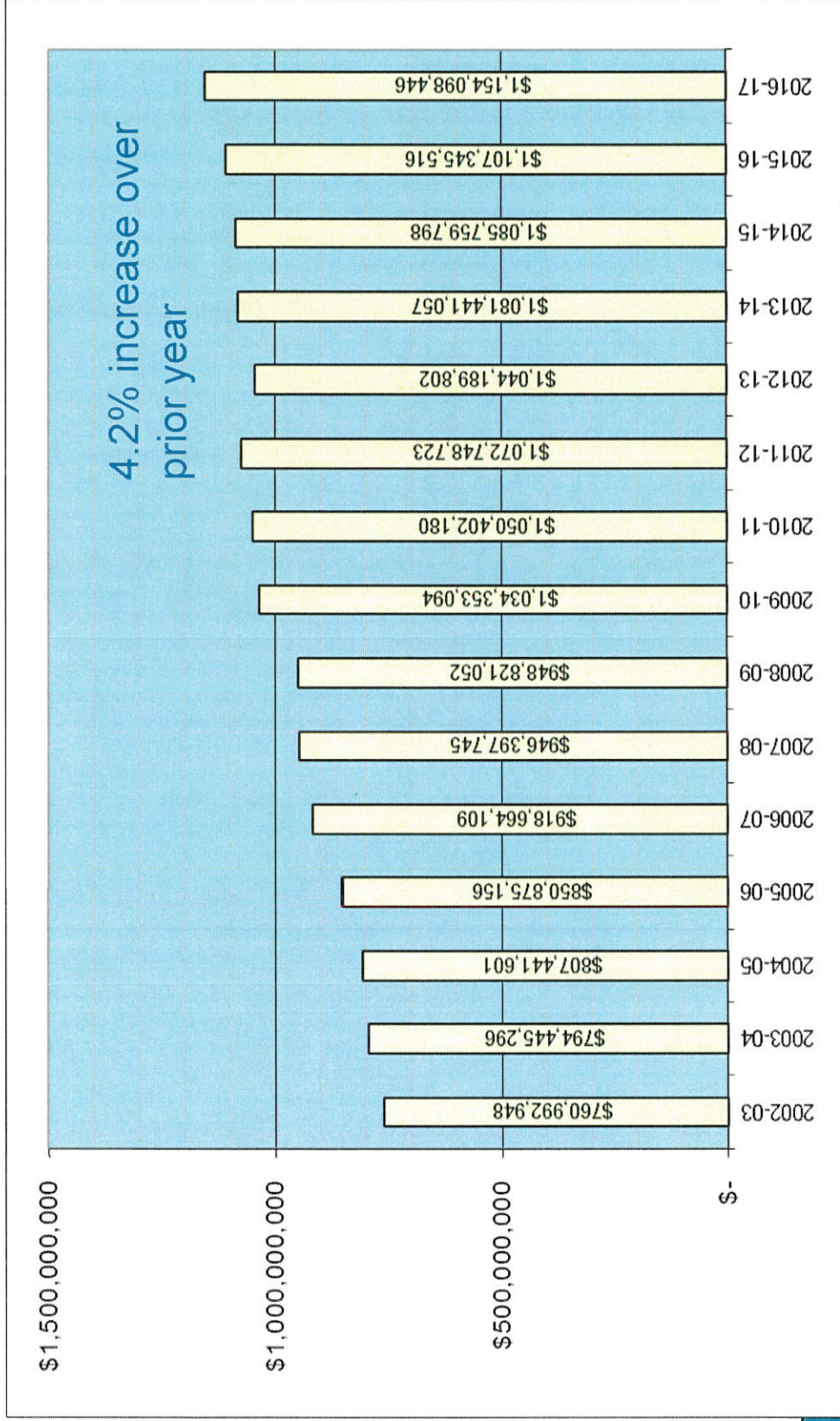
- ▶ Certified Budget = legal process and spending plan
 - Publish proposed budget, hold public hearing, adopt and certify budget
 - All funds combined by functional categories
 - Three years reported
 - Minimal detail
- ▶ Operating Budget = management tool
 - Related to, but not the same as the District's Certified Budget
 - Fund specific
 - Greater detail
 - Departmentalized



Primary factors impacting a district's Certified Budget:

- ▶ Allowable Growth
 - Not yet final, so a budget prepared using 0% SSA provides maximum flexibility
- ▶ Modified allowable growth
 - Excess costs of ELL, SpEd
 - On-time funding approved
- ▶ Enrollment
 - Regular Education
 - Special Education
 - Supplemental Weightings
- ▶ Voter-approved levies
- ▶ Bonded indebtedness
- ▶ Changes in taxable valuations
- ▶ Use of fund balance to reduce a levy
- ▶ Cash reserve levies
- ▶ Planned expenditures
- ▶ Current unspent balance of spending authority

Urbandale School District property valuations (without TIF)



Individual funds within the Certified Budget

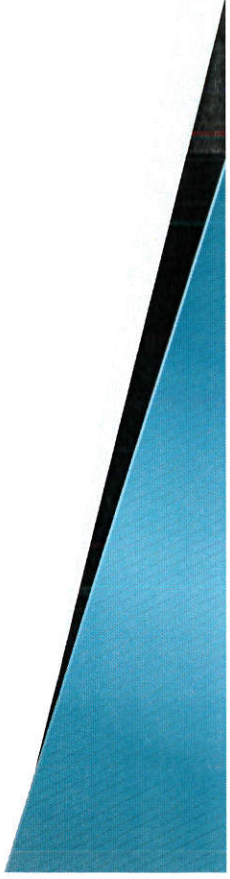
- ▶ General fund
- ▶ Student Activity fund
- ▶ Management fund
- ▶ Public Education and Recreation Levy (PERL) fund
- ▶ Capital Funds
 - Statewide Sales Tax
 - Physical Plant and Equipment Levy (PPEL) fund
- ▶ Debt Service Fund
- ▶ Proprietary funds
 - Nutrition fund
 - Adventurertime fund
 - Community Education

What is the difference here between the green and blue?



General fund

- ▶ Accounts for the general operation of the District (all transactions that are not required to be accounted for in a special revenue fund.)
- ▶ Largest volume of transactions
- ▶ Spending Authority impacts budgetary decisions
 - Budgetary allowable growth set by Legislature
 - Unspent balance of budget authority carries forward



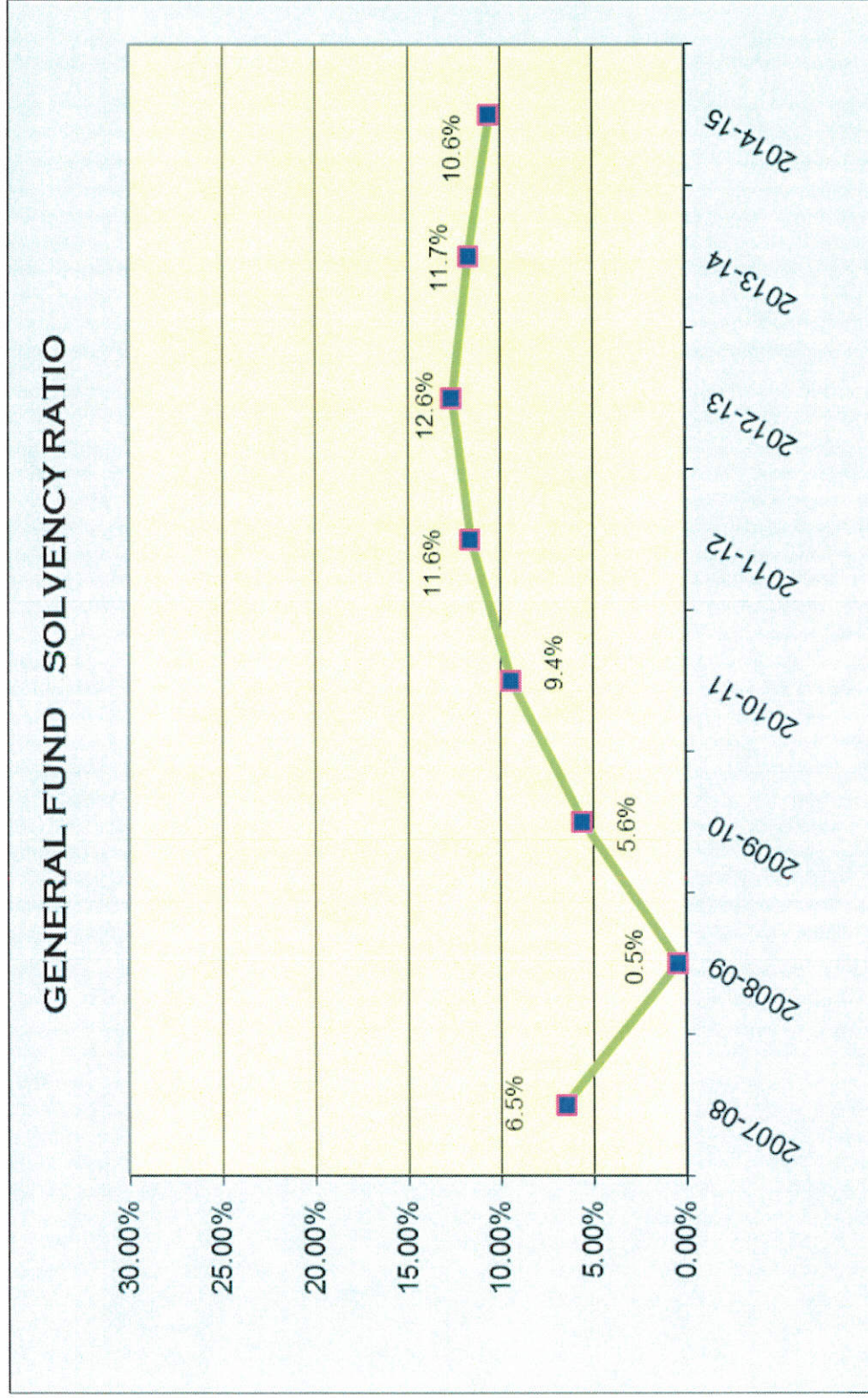
Budgeting process - General fund: certified vs. operating (line-item)

- ▶ Certified Budget
 - Review FY15 actual revenue and expenses
 - Re-estimate FY16 revenues and functional areas of expenses
 - Project FY17 budget categories using aggregate percentage increases or decreases
- ▶ Operating Budget
 - Established financial targets guide development
 - Labor budgeted as per actual contracts and LOA's
 - Building supply budgets
 - Planned purchases by department
 - Federal/State categorical revenues and expenses
 - Contingency

Financial targets – General Fund Solvency Ratio:

- ▶ Calculation: unassigned fund balance divided by annual revenues (excluding AEA flow-through monies)
 - Historically, IASB recommended a ratio of 5%-10%
 - 2009: District solvency ratio dropped to 0.05%
 - 2010: Recurring expense reduction of \$1M. Board of Directors establishes goal of 7.5% minimum solvency ratio.
 - 2011: IASB recommends 5-15% solvency ratio, noting a higher ratio now required to earn best credit ratings.
 - 2012: District solvency ratio rises to 11.6% and District goal is now to stabilize and maintain healthy solvency.

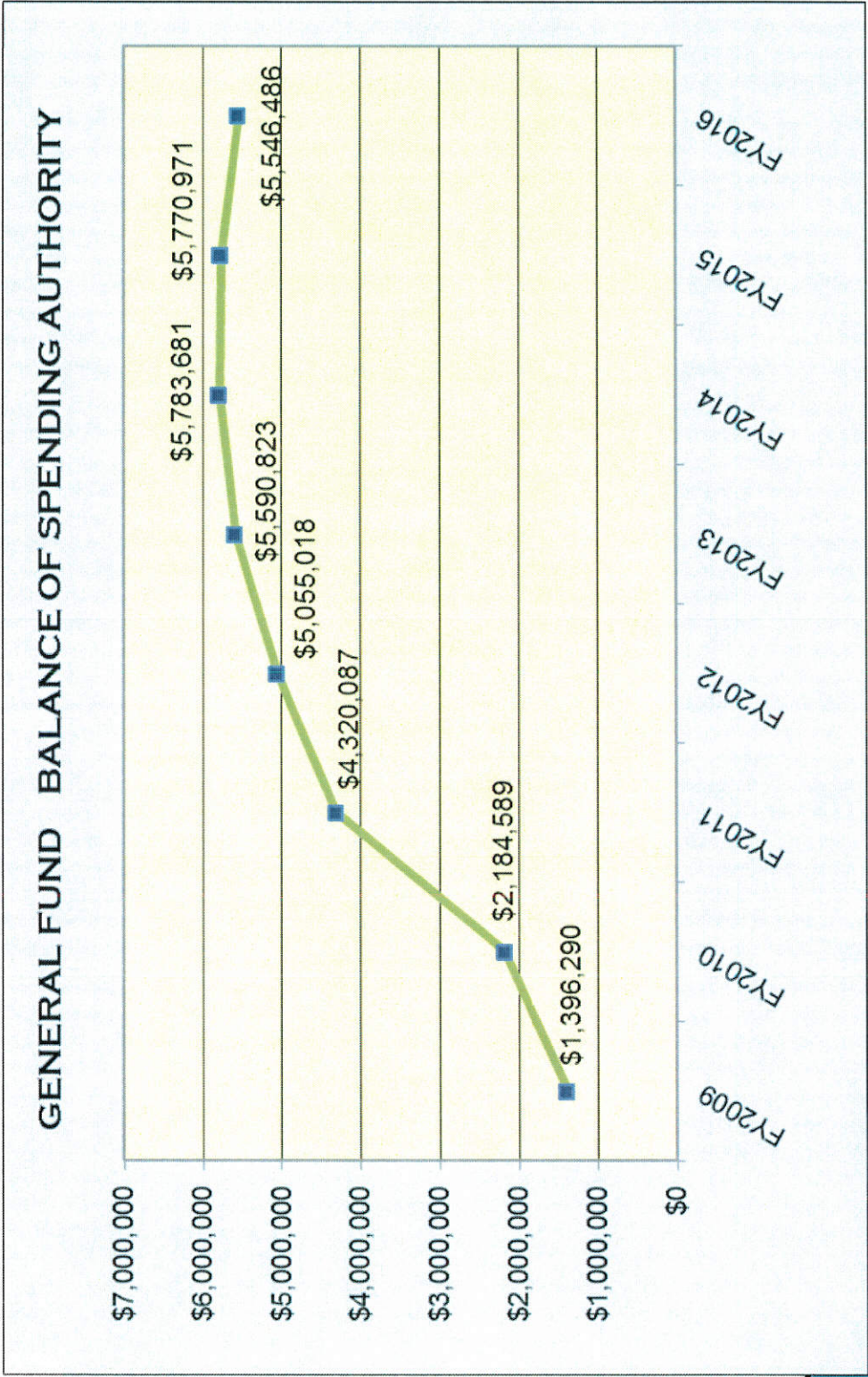
Solvency Ratio History



Financial targets – General Fund Unspent Authorized Budget

- ▶ Districts cannot legally overspend their budget authority. Any unspent authority carries forward.
 - 2010: Board of Directors establish goal of 10% of annual expenses as a minimum Unspent Authorized Budget
 - 2013: Unspent balance of spending authority \$5.4M, and annual expenses \$37.2M = 14.5% of annual expenses
 - 2013: IASB recommends 5%-15%, not to exceed 25%, for a District's "UAB ratio" (a different measurement)
 - Calculation: *Unspent Authorized Budget / Maximum Authorized Budget.*
 - 2013: District's UAB ratio = 12.7%

Unspent Balance of Spending Authority



Budgeting process for other funds

- ▶ Analyze prior year and current year revenues and expenses. Forecast for next budget year, adjusting for any known significant changes in programming.
- ▶ The five funds listed below are included in the Certified Budget process, but are not funded through aid and levy.
 - Student Activity fund
 - Food Service fund
 - Adventurertime fund
 - Community Education fund
 - Self Insurance fund



Budgeting process for other funds – Management Fund

- ▶ Forecast costs for FY17 and apply required funding amount to the property tax levy
 - Property and casualty insurance
 - Workers compensation and unemployment benefit costs
 - Early retirement program costs
- ▶ Proposing a levy of \$750,000 for Management Fund in FY17 – same as prior year.
 - Levy is 2¢ lower but generates same amount of funds as prior year, due to valuations increase.
 - Maintaining a stable fund balance has been instrumental for addressing increased insurance costs and offering early retirement programs.

Budgeting process for other funds – Capital Projects Funds

- ▶ Capital Projects Sales Tax fund typically used for capital improvements, such as the Karen Acres project underway.
- ▶ PPEL fund historically used for equipment purchases, and now with Voted PPEL, can also support capital improvement projects.
 - ▶ Forecast revenues according to Iowa Department of Revenue sales tax projections, and PPEL fund levies.
 - ▶ Budget expenditures according to planned technology purchases, facility improvement projects and completion schedules.
 - ▶ Budget a transfer of Sales Tax \$ to Debt Service for Revenue Bond payments



Budgeting process for other funds – Debt Service

- FY17 payments for debt obligations total \$6.3 million
- Property tax levy of \$3.40 will generate approximately \$4.2 million for general obligation debt payments.
- Approximately \$2.1 million will be transferred in from Sales Tax fund for revenue bonds payment.
- Setting the Voted PPEL levy at 65¢ along with a \$3.40 Debt Service levy, keeps 'capital uses' levy at \$4.05.

Budgeting process for other funds – PERL Fund

- ▶ Public Education & Recreation Levy (PERL) fund



Voter approved maximum \$0.135 levy will generate approximately \$155,000 in property tax revenue

District will prioritize expenditures within allowable PERL fund uses, including District-administered community education programs and school playground equipment

**What questions do you have?
What other information would
you like to receive?**

- ▶ Shelly Clifford, Chief Financial Officer
 - 515-457-5003
 - cliffords@urbandaleschools.com



2016-2017 Metro West Learning Academy Calendar

Board Meeting Agenda

March 28th, 2016 - Special Report #3

August				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
September				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
October				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
November				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
December				
			1	2
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12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
January				
2	3	4	5	6
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16	17	18	19	20
23	24	25	26	27
30	31			
February				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			
March				
		1	2	3
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
April				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
May				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Date	Events
Aug. 15 & 16	New Teacher In-Service
Aug. 17-19, 22	Teacher In-Service
Aug. 23	Begin 1 st Semester

Sept. 5	Labor Day (No School)
Sept. 9	No AM Session/Prof Dev
Sept. 23	No PM Session/Prof Dev

Oct. 14	No PM Session/Prof Dev
Oct. 21	End of 1 st Qtr. (43 days)
Oct. 27	Parent Teacher Conferences
Oct. 31	Prof Dev Day (No School)

Nov. 3	Parent Teacher Conferences
Nov. 11	No AM Session/Prof Dev
Nov. 23	Recess Day/No School
Nov. 24-25	Thanksgiving Holiday (No School)

Dec. 2	No PM Session/Prof Dev
Dec. 22	End of 2 nd Qtr. (41 days)
Dec. 22	End of 1 st Semester (84 days)
Dec. 23-Jan.2	Winter Break (No School)

Jan. 16	Martin Luther King Day (No School)
Jan. 20	No AM Session/Prof Dev

Feb. 3	No PM Session/Prof Dev
Feb. 17	No AM Session/Prof Dev
Feb. 20	Teacher In-Service (No School)
Feb. 23	Parent Teacher Conferences

Mar. 2	Parent Teacher Conferences
Mar. 10	End of 3 rd Qtr. (46 days)
Mar. 10	Recess Day/No School
Mar. 13-17	Spring Break/No School

Apr. 14	No AM Session/Prof Dev
Apr. 28	No PM Session/Prof Dev

May 12	No AM Session/Prof Dev
May	Graduation Dinner (tentative)
May 26	End of 4 th Qtr. (50 days)
May 26	End of 2 nd Semester (96 Days)

2016-2017 Metro West Learning Academy Calendar

May 30

Teacher's Last Day

**URBANDALE COMMUNITY SCHOOL DISTRICT
Board of Directors' Meeting Dates**

July 2016

Monday, 11th 5:30 PM Board Meeting at ~~City Hall~~

August 2016

Monday, 15th 5:30 PM Board Meeting at City Hall

September 2016

Monday, 12th 6:00 PM Work Session at AO or TBA.

Monday, 26th 7:00 PM Board Meeting at City Hall

October 2016

Monday, 10th 6:00 PM Work Session at AO or TBA. (Not City Hall)

Monday, 24th 7:00 PM Board Meeting at City Hall

November 2016

Monday, 14th 6:00 PM Work Session at AO or TBA. (Not City Hall)

Monday, 28th 7:00 PM Board Meeting at ~~City Hall~~

December 2016

Monday, 5th 6:00 PM Board Meeting at AO or TBA.

Monday, 19th 7:00 PM Board Meeting at City Hall

January 2017

Monday, 9th 5:30 PM Board Meeting at AO or TBA. (Not City Hall)

Monday, 23rd 7:00 PM Board Meeting at ~~City Hall~~

February 2017

Monday, 13th 6:00 Work Session at AO or TBA.

Monday, 27th 7:00 PM Board Meeting at City Hall

March 2017

Monday, 6th 6:00 PM Work Session at AO or TBA. (Not City Hall)

Monday, 20th 7:00 PM Board Meeting at ~~City Hall~~

April 2017

Monday, 10th 6:00 PM Work Session at AO or TBA. (Not City Hall)

Monday, 24th 7:00 PM Board Meeting at City Hall

May 2017

Monday, 8th 6:00 PM Work Session at AO or TBA.

Monday, 22nd 7:00 PM Board Meeting at City Hall

June 2017

Monday, 12th 5:30 PM Board Meeting at ~~City Hall~~

NOTE: The first meetings of each month are intended to be "Work Sessions" but may have business topics needing action. The second meeting of each month is intended to be the business meeting.

July 2016						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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24	25	26	27	28	29	30
31						

August 2016						
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21	22	23	24	25	26	27
28	29	30	31			

September 2016						
Su	Mo	Tu	We	Th	Fr	Sa
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18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016						
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23	24	25	26	27	28	29
30	31					

November 2016						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2017						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2017						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	



Project Schedule

Project **Urbandale High School Track Resurfacing**
 Project No. 11-16102-00
 Date March 8, 2016
DESIGN PHASE

1.0 PRE-DESIGN

1.2	DLR Group Contract Approval	February 15 2016	Reg Bd Mtg @ 7:00 pm
1.1	Program/Scope Discussion	February 16 2016	
1.3	Meeting with Fisher Track on Site	February 29 2016	

2.0 CONSTRUCTION DOCUMENTS

2.1	Design Team CD Kick-Off Mtg	March 1 2016	
2.2	Print QA Set for DLR / Owner Review	March 22 2016	
2.4	Owner Review Meeting	March 24 or 25 2016	
2.6	Establish Bid Date and Public Hearing	March 28 2016	Reg Bd Mtg @ 7:00 pm

3.0 BIDDING

3.1	Contract Documents Issued for Bidding	March 29 2016	
3.2	Public Advertisement of Bid Opening	TBD	<i>more than 4 days, not more than 45 days prior</i>
3.3	Public Advertisement of Public Hearing	TBD	<i>not less than 4 days nor more than 20 days prior</i>
3.4	Addendum CC-1	April 7 2016	
3.5	Addendum CC-2	April 14 2016	
3.6	Bid Opening	April 19 2016	@ 2pm
3.7	Public Hearing	April 25 2016	Reg Bd Mtg @ 7:00 pm

4.0 CONSTRUCTION

4.1	Anticipated Approval of Constr Contracts	April 25 2016	Reg Bd Mtg @ 7:00 pm
4.2	Anticipated Construction Start	June 13 2016	Preferred start June 27
4.3	Anticipated Construction Complete	July 17 2016	Preferred completion July 8

PROJECT EXPENSE SUMMARY



Project | Urbandale High School Track Resurfacing
 Project No. | 11-16102-00
 Date | March 22 2016
 Phase | Construction Documents

Expense Item	Budget Amount Lump Sum Bid A	Budget Amount Lump Sum Bid B	Budget Amount Lump Sum Bid C	Comments
SITE ACQUISITION	\$ -	\$ -	\$ -	
OFF SITE DEVELOPMENT	\$ -	\$ -	\$ -	
CONSTRUCTION EXPENSES				
Lump Sum Base Bid A	\$ 70,000			<i>Patch and repair of existing resilient surface and install Structural Spray and restipe</i>
Lump Sum Base Bid B		\$ 125,000		<i>Remove existing resilient surfacing and install new Resilient Surfacing and restipe</i>
Lump Sum Base Bid C			\$ 165,000	<i>Remove existing resilient surfacing and install new Resilient Surfacing, Structural Spray and restipe</i>
SUB TOTAL	\$ 70,000	\$ 125,000	\$ 165,000	
PROFESSIONAL FEES				
Arch / Eng - Basic Services	\$ 5,500	\$ 5,500	\$ 5,500	
PROFESSIONAL FEES (OTHER)				
Verification Survey of Patch and Repair	\$ 1,000			
MISCELLANEOUS FEES				
Construction Document Printing	\$ 150	\$ 150	\$ 150	
Misc. Reimbursables	\$ 350	\$ 350	\$ 350	
SUB TOTAL	\$ 77,000	\$ 131,000	\$ 171,000	
BUDGET CONTINGENCIES				
Construction Phase	\$ 7,000	\$ 12,500	\$ 16,500	<i>(10% of Construction Cost)</i>
TOTAL CONSTRUCTION EXPENSE	\$ 84,000	\$ 143,500	\$ 187,500	
TOTAL PROJECT EXPENSE	\$ 84,000	\$ 143,500	\$ 187,500	



DLR Group

Architecture
Engineering
Planning
Interiors

Urbandale High School Track Resurfacing
Urbandale Community School District
Urbandale, Iowa

Project Manual
DLR Group Project No. 11-16102-00

March 29, 2015

NOTICE: These documents are instruments of professional service, and information contained therein is incomplete unless used in conjunction with DLR Group's interpretations, decisions, observations and administrations. Use or reproduction of these documents in whole or in part without DLR Group's consent is in violation of common law, copyrights, statutory and other reserved rights, which preempts state and local public records act.



Project Manual

Urbandale High School Track Resurfacing
Urbandale Community School District
Urbandale, Iowa

DLR Project No. 11-16102-00
Combined Contract

March 29, 2016

DLR Group inc., an Iowa corporation
Architecture Engineering Planning Interiors
1430 Locust Street, Suite 200, Des Moines, IA 50309
tel 515/276-8097

SECTION 000101 - PROJECT CONTACTS PAGE

ARCHITECT

DLR Group, inc.
1430 Locust Street, Suite 200
Des Moines, IA 50309
515 276-8097

Contact: Jim Huse, AIA

CIVIL ENGINEER

DLR Group, inc
6457 Frances
Omaha, NE 68106
402 393-4100

Contact: Dan Vlock, PE

END OF SECTION 000101

REVIEW - NOT FOR CONSTRUCTION

SECTION 000110 - TABLE OF CONTENTS

INTRODUCTORY INFORMATION

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Section 000105	Certifications Page (Signature Sets Only)
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Section 001113	Advertisement for Bids
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Section 004113	Bid Form - Stipulated Sum (Single-Prime Contract)

CONTRACTING REQUIREMENTS

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DIVISION 01 – GENERAL REQUIREMENTS

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DIVISION 02 THROUGH DIVISION 31 (NOT USED)

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C1.1 Site Plan

END OF SECTION 000110

REVIEW - NOT FOR CONSTRUCTION

NOTICE OF PUBLIC HEARING
ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST FOR
URBANDALE HIGH SCHOOL TRACK RESURFACING
URBANDALE, IOWA

Public notice is hereby given that the Board of Directors of the Urbandale Community School District, Urbandale, Iowa, will conduct a public hearing on the plans, specifications, form of contract and estimated total cost of construction for the Urbandale High School Track Resurfacing project, at 7:00 p.m. local Iowa time on April 25, 2016 at the City of Urbandale Administrative Office Building Board Room, 3600 86th Street, Urbandale, Iowa. All interested individuals are invited to attend.

Plans, specifications, form of contract and the estimated total cost of construction are now on file in the Office of the Superintendent, Urbandale Community School District, 11152 Aurora Avenue, Urbandale, Iowa, and may be inspected by any interested persons.

This notice is given by order of the Board of Directors, Urbandale Community School District, Urbandale, Iowa.

Board Secretary
Urbandale Community School District
in the County of Polk, State of Iowa

END OF SECTION 001111

DLR Group, inc.
Architects - Engineers
1430 Locust Street, Suite 200
Des Moines, Iowa 50309
Phone: 515/276-8097

ADVERTISEMENT TO BID

NOTICE IS HEREBY GIVEN: Sealed bids will be received by the Board of Directors of the Urbandale Community School District at the District Administrative Offices, 11152 Aurora Avenue, Urbandale, Iowa 50322, before 2:00 P.M. local Iowa time, according to the designated clock in the Reception area at the District Offices on Tuesday, April 19, 2016 for the Urbandale High School Track Resurfacing project ("Project"). Bids will be publicly opened and read aloud after 2:00 P.M. in the District Board Room. All in accordance with the plans and specifications now on file and available at the District Offices.

Consideration of the bids received and the award of contracts or other action may be made by the Board of Directors of the Urbandale Community School District upon the proposals received in accordance with the law and the plans and specifications at its meeting to be held at 7:00 P.M. on April 25, 2016, in the City of Urbandale Administrative Office Building Board Room, 3600 86th Street, Urbandale, Iowa 50322.

The Project consists of three separate lump sum base bids, 1) Spot Removal and Patching of existing Resilient Surfacing and adding a Structural Spray, 2) Complete removal of existing Resilient Surfacing and Replacement with new Polyurethane Bound Rubberized Surfacing, and 3) Complete removal of existing Resilient Surfacing and Replacement with new Polyurethane Bound Rubberized Surfacing and adding a Structural Spray. All three lump sum bid numbers include restriping of track to include all current required track markings. Only one of the Lump Sum Bids will be accepted.

Work on the Project shall after June 13, 2016 and is scheduled for substantial completion on or before July 17, 2016. The preferred time frame for construction is June 27, 2016 through July 8, 2016 if the Work can be completed in that time frame

Bids must be a lump sum basis for a single Combined Construction Contract as described in the specifications.

Bidding Documents may be examined after March 29, 2016 at the office of DLR Group inc., the Architect-Engineer, 1430 Locust Street, Suite 200, Des Moines, Iowa 50309, and on the Web at the Printer's On-line Plan Room, and at the following exchanges:

Bid Clerk, 28 N. Clark Street, Suite 450, Chicago, IL 60602 (Electronic Set)
CMD Group, 30 Technology Pkwy S., Suite 500, Norcross, GA 30092 (Electronic Set)
Master Builders of Iowa, 221 Park St., Des Moines, IA 50303 (Electronic Set)
McGraw Hill Construction Dodge, 4300 Beltway Place, Suite 180, Arlington, TX 76018 (Electronic Set)

Bidders may obtain Bidding Documents at the office of the Printer, Action Reprographics, 5037 NE 14th Street, Des Moines, Iowa 50313, by calling 515-288-2146 or through their On-line Plan Room from 8:00 AM until 5:00 PM, Monday through Friday, in accord with the Instructions to Bidders. If shipping is required, there will be a non-refundable fee required for each set shipped. The cost shall be determined by Action Reprographics based on the size of the project. Checks for shipping shall be made out to Action Reprographics.

Members of Associated Builders and Contractors of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the ABC of Iowa.

Members of Master Builders of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the Master Builders of Iowa, Inc.

Bids must be submitted on the approved bid form available in the Bidding Documents. No oral, facsimile, electronic 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 the bid, in a separate attached envelope as outlined in the Instruction to Bidders. Bid security shall be made payable to the Urbandale Community School District.

The successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment Bond both in an amount equal to 100% of the Contract Price and in accordance with other requirements outlined in the Bid Documents.

Should the successful bidder fail or neglect to furnish satisfactory performance/payment bonds, refuse to enter into a Contract on the basis of the bid, or fail to meet the requirements of this Notice and the specifications regulating the award, the bidder's security may be retained as liquidated damages. No bidder may withdraw its bid for a period of sixty (60) calendar days after the date and hour set for opening of bids.

The Board of Directors may make the contract 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 as allowed by law, and to enter into such contract or contracts as shall be deemed in the best interests of the Urbandale Community School District.

Minority and Targeted Small Business participation is encouraged. Bidders shall make a good faith documented effort to encourage the participation of Certified Iowa Targeted Small Business in accordance with the Code of Iowa.

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

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

Secretary
Board of Directors
Urbandale Community School District
Urbandale, Iowa

END OF SECTION 001113

RESILIENT SURFACING CONTRACTOR QUALIFICATION FORM

Company Name _____

Address _____

Contact Person and Phone Number _____

Iowa Contractor Registration Number _____

Do you have any current litigation pending against you? _____

IOWA TRACK INSTALLATION REFERENCES

Project Name _____ Location _____

Contact Person and Phone Number _____ Installation Date _____

Project Name _____ Location _____

Contact Person and Phone Number _____ Installation Date _____

Project Name _____ Location _____

Contact Person and Phone Number _____ Installation Date _____

Project Name _____ Location _____

Contact Person and Phone Number _____ Installation Date _____

INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accord with these Instructions to Bidders.

IB.01 DEFINITION: Bidding Documents include the Advertisement to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and proposed Contract Documents including any Addenda issued prior to receipt of Bids.

IB.02 BIDDING DOCUMENTS

IB.02.1 COPIES: Copies of Bidding Documents may be obtained from the Printer, Action Reprographics, 5037 NE 14th Street, Des Moines, Iowa 50313, by calling 515-288-2146 or through their On-line Plan Room between the hours of 8:00 AM to 5:00 PM, Monday through Friday. If shipping is required, there will be a non-refundable fee required for each set shipped. The cost shall be determined by Action Reprographics based on the size of the project. Checks for shipping shall be made out to Action Reprographics.

- .1 Members of Associated Builders and Contractors of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the ABC of Iowa.
- .2 Members of Master Builders of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the Master Builders of Iowa, Inc.
- .3 Members of the Omaha Builders Exchange may obtain Bidding Documents by use of the OBE Non-Cash Security Method for Return of Plans and Specs endorsed by the Omaha Builders Exchange.

IB.02.2 QUESTIONS AND INTERPRETATIONS: Submit questions about Bidding Documents to the Architect-Engineer. Replies will be issued to Prime Bidders of record as Addenda to the Bidding Documents. The Architect-Engineer and the Owner will not be responsible for oral clarification. Questions received less than seventy-two (72) hours before the Bid opening cannot be answered.

IB.02.3 SUBSTITUTIONS: The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

- .1 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect by the end of the business day ten (10) days prior to the Bid Opening. Such requests shall include the name of the project, the specification section and the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final. Use the Pre-Bid Substitution Request Form included in the Procurement Requirements of the specifications.
- .2 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- .3 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

GENERAL AND SUPPLEMENTARY CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GENERAL CONDITIONS
ARTICLES 1 through 15

The General Conditions of this Contract is the American Institute of Architects' Document A201, THE GENERAL CONDITIONS OF THE CONTRACT FOR THE CONSTRUCTION, 2007, 15 Articles, hereinafter referred to as the General Conditions, a copy of which may be referred to at the office of the Architect-Engineer or obtained from AIA Iowa, 400 Locust Street, Suite 100, Des Moines, Iowa 50309 (515/244-7502).

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1
CONTRACT DOCUMENTS

1.1 BASIC DEFINITIONS

Delete the last sentence of Subparagraph 1.1.1 and substitute the following:

The Contract Documents also include the bidding requirements (Advertisement or Invitation to Bid and Instruction to Bidders). Unless specifically enumerated in the agreements the Contract Documents do not include sample forms and the Contractor's Bid.

Add to Subparagraph 1.1.2 the following Clause 1.1.2.1:

1.1.2.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents. No Contract shall be formed between the parties until all Contract Documents are executed by both parties.

Add to Paragraph 1.1 the following Subparagraph 1.1.9:

1.1.9 PROJECT MANUAL

The Project Manual is the volume(s) which include the Bidding Requirements, Procurement and Contracting Requirements, sample forms, Conditions of the Contract, Specifications and addenda.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following sentence to the end of Subparagraph 1.2.1:

In the case of an inconsistency between Drawings and Specifications, or within either Document itself, not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

1.4 INTERPRETATION

Add Subparagraph 1.4.2 to Paragraph 1.4:

1.4.2 In the event of conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of propriety:

- .1 Modifications to the Contract
- .2 The Contract
- .3 Special Conditions
- .4 General Conditions

1.5 OWNERSHIP OF DRAWINGS, SPECIFICATIONS AND OTHER

Delete Subparagraph 1.5.1 and substitute the following:

1.5.1 Provided all payments have been made to Architect in accordance with its agreement with Owner, the Design Documents are the Owner's exclusive property. The Owner owns all copyrights in and to the Design Documents. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Design Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights.

ARTICLE 2 OWNER

2.1 GENERAL

Delete Subparagraph 2.1.2 in its entirety

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Add the following sentences to the end of Subparagraph 2.2.3:

The Contractor shall compare information furnished by the Owner (including surveys and soil tests with observable physical conditions) and the Contract Documents and on the basis of such review, shall report to the Owner and Architect any conflicts, errors or omissions. Contractor shall be responsible for any additional costs, delays and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions.

2.4 OWNER'S RIGHT TO CARRY OUT WORK

Delete Subparagraph 2.4.1 in its entirety and substitute the following:

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period, or such shorter time period as may be reasonable under the circumstances, after receipt of written notice from the Owner to the Contractor and Surety, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may require the Surety to assume the obligations of the Contractor within seven (7) days following receipt by Contractor and Surety of written notice.

Add Subparagraph 2.4.2 to Paragraph 2.4:

2.4.2 If Contractor or Surety, within such seven day period (or shorter time period deemed reasonable) after receipt of such notice fails to commence and continue to correct such default or neglect, the Owner may without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from the payments then or thereafter due the Contractor, or Surety, the cost of correction of such deficiencies, including reasonable attorneys' fees and compensation for the Architect/Engineer's additional services incurred as a result of such default, neglect or failure. Such action by Owner, and amounts charged to the Contractor are both subject to prior concurrence with Architect/Engineer. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor, or Surety, shall pay difference to Owner.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

Delete Subparagraph 3.1.2 in its entirety and substitute the following:

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. In the case of inconsistency between Drawings and Specifications or within either document not clarified by Addendum, the better quality or greater quantity shall be provided at no additional cost to the Owner.

Add Clause 3.1.2.1 to Subparagraph 3.1.2:

3.1.2.1 The Contractor shall supervise and direct Work in excellent and workmanlike manner, complete the work and everything properly incidental thereto as stated in the Project Manual and Drawings or reasonably implied therefrom and otherwise in accordance with Contract Documents.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following sentences to the end of Subparagraph 3.2.1:

In no case shall the Contractor proceed with any portion of the Work in any uncertainty. The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

Delete Subparagraph 3.2.3 in its entirety and substitute the following:

3.2.3 The Contractor must take field measurements and verify Site conditions, and must carefully compare such field measurements and Site conditions and other information known to the Contractor with the Contract Documents, before ordering any material or doing any Work at the Site.

Add Subparagraphs 3.2.4 through 3.2.8 to Paragraph 3.2:

3.2.4 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

3.2.5 If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the Owner or its designees acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner and the Architect of the non-compliance as provided in Section 3.2.6 and request direction before proceeding with the affected Work.

3.2.6 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

IB.03 CONDITIONS OF WORK

IB.03.1 EXAMINATION: Bidders shall carefully examine the Bidding Documents and construction site to obtain firsthand knowledge of existing conditions. The Contractors will not be given extra payments for conditions which can be determined by examining the site and Bidding Documents. The site may be examined after checking in with John Lees, Buildings and Maintenance Supervisor, at (515) 306-4191.

IB.03.2 SALES AND USE TAX: Bidders shall not include State of Iowa and Local Option Sales and Use Tax in the Bid. The General Contractor shall provide a list of subcontractors, sub-sub contractors and suppliers with their Federal Identification Number to the Owner. The Owner will issue exemption certificates to contractors, subcontractors, sub-sub contractors and suppliers in order to eliminate tax from the construction materials following award of contract. If material is purchased outside the state of Iowa and the other State requires that the contractors, subcontractors, sub-sub contractors and suppliers pay sales tax they are recommended to include this price in their Bid unless they are able to obtain a sales tax refund from said State.

IB.03.3 MINORITY PARTICIPATION AND TARGETED SMALL BUSINESS is encouraged. Bidders shall make a good faith documented effort to encourage the participation of Certified Iowa Targeted Small Business in accordance with Code of Iowa. Bidders may contact the Iowa Department of Economic Development, 200 East Grand Avenue, Des Moines, Iowa 50309, (515) 242-4813 for further information. Additional information and a list certified vendors can be found on the web at www.state.ia.us/government/dia/page5.HTML. Successful Bidders shall submit evidence of Targeted Small Business Contact and Participation prior to execution of a Contract.

IB.04 BIDDING PROCEDURE

IB.04.1 PREPARATION OF BIDS

- .1 Bids shall be submitted on unaltered Bid Forms furnished by the Architect-Engineer.
- .2 Each Bid shall include the legal name of the Bidder, and shall show whether the Bidder is a corporation, a partnership, or a sole proprietor, or any other legal entity. A Bid of a corporation shall give the State of incorporation, and shall have the seal affixed, and, if a foreign corporation, it shall state whether or not the corporation is licensed to do business in the State of Iowa as a foreign corporation. A Bid of a partnership shall give the names of all the partners. A Bid of a sole proprietor doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business.
- .3 Fill in all blank spaces for bid prices in ink or typewritten words, and submit one (1) copy. The Bidder must include all unit cost items and all Alternates if shown on the Bid Form. No segregated or qualified bids will be accepted.
- .4 Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

IB.04.2 BID SECURITY

- .1 Certified check, cashier's check, or certified share draft payable to Urbandale Community School District, in the amount of five percent (5%) of the amount of the Bid, or a Bid Bond executed by the Bidder in the amount of five percent (5%) of the amount of the Bid, shall be submitted with each Bid.
- .2 If, within ten (10) days after notice of acceptance of the Bid, the Bidder refuses to enter into a contract, fails to furnish bonds or provide a certificate of insurance, as described in these Instructions to Bidders, for the faithful performance of the Contract and payment of obligations arising there-under, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- .3 If a Bid Bond is submitted, it shall be issued by a surety company authorized by the State of Iowa to issue such bonds, shall be acceptable to the Owner, and shall be submitted on AIA Document A310, 2010 edition; and the Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
- .4 Bid Security of the three (3) lowest responsive, responsible Bidders will be retained until a contract is signed and required bonds and insurance are filed, until the specified time has elapsed so that Bids may be withdrawn, or until all Bids have been rejected.
- .5 Bidders shall provide a bid for all three Lump Sum Base Bids indicated and shall submit only one bid security, in the amount five percent (5%) of the higher Lump Sum Base Bid submitted.

IB.04.3 SUBMISSION OF BIDS

- .1 Bids, together with required enclosures, shall be submitted in opaque, sealed envelopes bearing on the outside the Bidder's name and address, the Project name, and the portion of the project or category of work for which the Bid is submitted.
- .2 Bid Security shall be enclosed in a separate, opaque envelope bearing on the outside the same information as required for the envelope containing the Bid and also bearing the notation "BID SECURITY."
- .3 Bids sent by mail shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face, and shall be addressed to the Owner as shown on the Bid Form. No faxed, emailed, telephonic or oral bids will be accepted.
- .4 Bids shall be deposited at the designated location prior to the time and date of receipt of Bids indicated in the Advertisement to Bid. Bids received after the time and date for receipt of Bids will be returned unopened.
- .5 The Bidder assumes all risk associated with compliance of the specified bid time and any discrepancies in the bid time or the time when any bid was received shall be decided exclusively by the Owner.

IB.04.4 MODIFICATION OR WITHDRAWAL OF BID

- .1 Bids, once opened, shall be valid for sixty (60) days from the date set for receipt of Bids. No Bid may be withdrawn during the Bid holding period..
- .2 Prior to the time and date for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder.. If by mail, written confirmation by the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids. Modifications shall be so worded as not to reveal the amount of the original Bid.
- .3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids.

IB.04.5 BIDDER STATUS FORM

- .1 In accordance with Department of Labor Rules located at 875 IAC 156.2, the Owner requests a statement from each bidder regarding the bidder's resident status. This statement shall be on the Bidder Status Form designated by the labor commissioner and available online at: <http://www.iowaworkforce.org/labor/bidderstatusform.pdf>. This statement shall require each bidder to certify whether the bidder is a resident bidder or non-resident bidder. In the case of a resident bidder, the statement shall require the resident bidder to identify each office at which the resident bidder has conducted business in the state during the previous three years and the dates on which the resident bidder conducted business at each office. In the case of a non-resident bidder, the statement shall require the non-resident bidder to identify the non-resident bidder's home state or foreign country as reported to the Iowa Secretary of State, to identify each preference offered by the nonresident bidder's home state or foreign country, and to certify that, except as set forth on the form, there are no other preferences offered by the non-resident bidder's home state or foreign country. The statement shall include such other additional information as requested by the labor commissioner form. The statement must be signed by an authorized representative of the bidder. A fully completed statement shall be deemed to be incorporated by reference into all project bid specifications and contract documents with any bidder on the project. Failure by any bidder to provide a completed statement with its bid may result in the Owner rejecting the bid as non-responsive.
- .2 Bidder Status Form: "Bidders Status Form" as included at the end of this Document, per the requirements of the Advertisement to Bid. Bidder Status Form to be submitted with Bids, in same envelope including the filled out Bid Form."

IB.05 CONSIDERATION OF BIDS

IB.05.1 OPENING OF BIDS. Bids will be publicly opened and read aloud at time and location designated in the Advertisement for Bids.

IB.05.2 REJECTION OF BIDS, INFORMALITIES AND IRREGULARITIES. The Owner shall have the right to reject any or all Bids and to reject Bids not accompanied by required bid security or data required by the Bidding Documents or in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity, as allowed by law, in any Bid received.

IB.05.3 ACCEPTANCE OF BID

- .1 The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and any Alternates accepted.
- .2 It is the intent of the Owner to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged reasonable, and does not exceed the funds available.

IB.06 QUALIFICATION OF CONTRACTORS

IB.06.1 QUALIFICATION STATEMENT. Following receipt of the Bids, the Owner may request a Contractor's Qualification Statement from the Bidder. If requested, the lowest responsive, responsible Bidder shall submit a properly executed Contractor's Qualification Statement on AIA Document A305.

IB.06.2 DISQUALIFICATION. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

IB.07 POST-BID INFORMATION AND SUBMITTALS

IB.07.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the Contract Sum, shall be submitted in duplicate to the Architect-Engineer, together with the executed Owner-Contractor Agreements, within ten (10) days after notification of award of the Contract. Such bonds shall be issued by a surety company acceptable to the Owner and properly licensed in the State of Iowa, and shall be on AIA Document A312, 2010 edition.

IB.07.2 FORM OF AGREEMENT FOR THE WORK will be written on the Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, AIA Document A101 – 2007, as amended.

END OF SECTION 002113

REVIEW - NOT FOR CONSTRUCTION

SECTION 004113 - BID FORM-STIPULATED SUM (SINGLE-PRIME CONTRACT)

Urbandale High School Track Resurfacing
Urbandale Community School District
Urbandale, Iowa
Project No. 11-16102-00
Issue Date: March 29, 2015

Bid of _____,

- a corporation organized and existing under the laws of the State of Iowa;
- a corporation organized and existing under the laws of the State of _____ and is/is not licensed to do business in the State of Iowa as a foreign corporation;
- a partnership consisting of _____, partners; or
- a sole proprietor;

hereinafter called the Bidder.

To: Board of Directors
Urbandale Community School District
11152 Aurora Avenue
Urbandale, Iowa 503022

The undersigned acknowledges that he has received and familiarized himself with the following:

Project Manual: Divisions and Sections, as listed by Table of Contents

Drawings: As listed by the sheet index.

Addenda: No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

The undersigned further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to provide and complete, in a workmanlike manner, all of the Work required for the Combined Construction Contract for the Urbandale High School Track Resurfacing project, in accord with the Bidding Documents prepared by DLR Group inc., for the consideration hereinafter set forth.
2. To hold his Bid open for sixty (60) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect-Engineer within ten (10) days after notification of award, for submittal to the Owner for his approval and acceptance.
4. To substantially complete as specified in Division 01 Section 011000 "Summary".

LUMP SUM BASE BID A – Spot Removal and Patching of existing Resilient Surface and installation of a Structural Spray: The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of

_____ dollars (\$ _____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

LUMP SUM BASE BID B – Complete removal of existing Resilient Surfacing and Replacement with new Polyurethane Bound Rubberized Surfacing: The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of

_____ dollars (\$ _____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

LUMP SUM BASE BID C – Complete removal of existing Resilient Surfacing and Replacement with new Polyurethane Bound Rubberized Surfacing and adding a Structural Spray: The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of

_____ dollars (\$ _____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

UNIT PRICES: The Unit Prices listed below shall determine the value of extra work or changes, as applicable. They shall be considered complete, including all materials and equipment, labor, installation costs, overhead and profit, and shall be used uniformly for additions or deductions respectively.

1. Provide spot removal and patching of existing Resilient Surfacing for Lump Sum Base Bid A as required.

Add or Deduct (\$ _____) for each square yard of removal and patching added or deducted from quantity indicated.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding has been reserved by the Owner.

Dated this _____ day of _____, 2016

Name of Bidder

Address of Bidder

Authorized Officer

Area Code/Telephone Number

Email Address

END OF SECTION 004113

3.2.7 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

3.2.8 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, or other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add to Paragraph 3.3 the following Subparagraph 3.3.4:

3.3.4 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

3.4 LABOR AND MATERIALS

Add the following sentence to the end of Subparagraph 3.4.1:

Should the Contract specifically require the Contractor to performed work after regular working hours or should the Contractor elect to perform work after regular working hours, the additional costs of such work shall be the responsibility of the Contractor.

Add Subparagraphs 3.4.4 and 3.4.5 to Paragraph 3.4:

3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Specifications, Division 1, General Requirements, Section 016000, Product Requirements.

3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect-Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.5 WARRANTY

Add Subparagraphs 3.5.1 through 3.5.4 to Paragraph 3.5:

3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the workmanship will be free from defects not inherent in the quality required or permitted, that the workmanship will comply with all applicable laws, building codes, rules and regulations, and that the workmanship will conform to the requirements of the Contract Documents.

3.5.2 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, or are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

3.5.3 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

3.5.4 In case of work performed by Subcontractors and where warranties are required, secure warranties from said Subcontractors addressed to and in favor of the Owner. Deliver copies of same to Architect upon completion of work. Delivery of said warranties shall not relieve the Contractor from any obligations assumed under any other provision of contract.

3.6 TAXES

Add Subparagraphs 3.6.1 through 3.6.3 to Paragraph 3.6:

3.6.1 Bidders shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this project.

3.6.2 Bidders shall not include State of Iowa and Local Option Sales and Use Tax in the bid. The General Contractor shall provide a list of subcontractors, sub-subcontractors and suppliers with their Federal Identification Number to the Owner. The Owner will issue exemption certificates to contractors, subcontractors, sub-subcontractors and suppliers in order to eliminate tax from the construction materials following award of contract. If material is purchased outside the state of Iowa and the other State requires that the contractors, subcontractors, sub-subcontractors and suppliers pay sales tax they are recommended to include this price in their Bid unless they are able to obtain a sales tax refund from said State.

3.6.3 The Contractor will maintain all records, invoices, receipts, or other accounting data regarding material purchases and will allow, upon written request of the Owner and within a reasonable time frame after receipt of such request, the Owner to audit such records to verify tax savings. If an audit reveals taxes paid or savings not transferred to the Owner, the Contractor will be liable to the Owner for those amounts and the Owner may back charge the Contractor for those amounts if a balance of funds due and payable remains at the time of such discovery.

- .1 The Contractor will require all Subcontractors of any tier maintain all records, invoices, receipts, or other account data regarding material purchases. The Contractor will collect such records with each application for payment it receives from its Subcontractors and shall maintain such records in the same manner and location as the Contractor's records.
- .2 The Contractor will ensure its Subcontractors and any lower-tier Subcontractors including these obligations in their contracts and bind themselves in the same manner as Contractor is bound to the Owner.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Modify Subparagraph 3.7.5 as follows:

Add the words "knowingly" and "and recognizes" on each side of the word "encounters" in the first sentence and add the words "or good faith belief of such existence" between the words "existence" and "of" in the last sentence.

Add Subparagraphs 3.7.6 through 3.7.8 to Paragraph 3.7:

3.7.6 The Contractor is responsible for scheduling inspections required by the Contract Documents or related to the performance of its Work and ensuring work is complete for inspections. Any costs associated with reinspection caused by irregularities, deficiencies or non-conforming work will be borne by the responsible Contractor including all Architectural and Engineering Services related to evaluation of the problem and development of an acceptable solution.

3.7.7 The Contractor shall take note and comply with all governing laws, rules, and regulations affecting the Work. This may include, but is not limited to, such laws, rules, and regulations as:

- Licensing of Contractors for special requirements, e. g. hazardous waste removal.
- Requirements for special construction permits.
- Exemption from sales tax, if applicable.
- Wage rates and employment requirements when required by law or by Owner.
- Local labor requirements.
- Non-discriminatory hiring practices.

3.7.8 The State of Iowa, its agencies, and its political subdivisions, including cities, school districts and public utilities are required by Iowa Code 73A.21 to require a reciprocal resident bidder and resident labor force preference.

3.7.8.1 A "Resident Bidder" means a person or entity authorized to transact business in the State of Iowa and having a place of business for transacting business with the state at which it is conducting and has conducted business for at least three (3) years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a Resident Bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

3.7.8.2 A Resident Bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country other than Iowa if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including, but not limited to, any preference to bidders, the imposition of any type of force preference, or any other form of preferential treatment to bidders or laborers from the state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

3.7.8.3 If the Contractor is a nonresident bidder the Contractor is required to specify in the Agreement between the Owner and Contractor whether any preference is in effect in the nonresident bidder's state or country at the time of this bid and identify the source of the regulations.

3.9 SUPERINTENDENT

Add the following to the end of the first sentence of Subparagraph 3.9.1:

, including work of the Contractor's subcontractors. Any change in superintendent personnel must be approved by the Owner.

Delete Subparagraph 3.9.2 in its entirety and substitute the following:

3.9.2 The Contractor shall, within two days of the Owner's notification of an intent to award the Contract, submit to the Owner, through the Architect, the name and qualifications of the proposed superintendents for review and approval. When the superintendents are approved, they shall not be removed without the Owner's written approval which will not be unreasonably withheld. The responsibility of the superintendent is to supervise, schedule, coordinate, and manage field operations.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Delete first sentence of Subparagraph 3.10.1 and substitute the following:

The Contractor, 10 (ten) days after being awarded the contract, shall submit for the Owner's and Architect's information, a Contractor's Construction schedule for the work.

Modify second sentence of Subparagraph 3.10.1 as follows:

After the words "of the Work and Project," add the words "or as required by the Owner or Architect,".

Add Clause 3.10.1.1 to Subparagraph to 3.10.1:

3.10.1.1 Thereafter, the Contractor shall prepare and update the construction schedule on a monthly basis ("Current Construction Schedule"), if not more frequently at the Contractor's discretion, to be submitted to the Owner in graphic and native electronic format with each Application for Payment. Each update shall include a narrative including:

- .1 A description of the status of the schedule.
- .2 A discussion of current and anticipated delays.
- .3 A discussion of progress of critical path activities.
- .4 A discussion of the critical path for the remainder of the project.
- .5 A listing and discussion of logic changes and duration changes.

Delete Subparagraph 3.10.2 in its entirety and substitute the following:

3.10.2 The Contractor shall prepare a submittal schedule within fourteen (14) days after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) all the Architect reasonable time to review submittals.

Add Subparagraph 3.10.4 to Paragraph 3.10 :

3.10.4 Additional provisions for submittal of the Construction Schedule are included in the Specifications, Section 013200, Construction Progress Documentation.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Delete Subparagraph 3.12.7 in its entirety and substitute the following:

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure

Delete Subparagraph 3.12.8 in its entirety and substitute the following:

3.12.8 The Work shall be in accordance with reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has taken appropriate action relative to the specific deviation as a minor change in the work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omission in Shop Drawings, Product Data, Samples or similar submittals by the Architect's review thereof.

Modify Subparagraph 3.12.10 as follows:

In the last sentence, delete the word ", approve".

Add Subparagraph 3.12.11 to Paragraph 3.12:

3.12.11 Additional provisions for Shop Drawings, Product Data, and Samples are included in the Specifications, Section 013300, Submittal Procedures.

3.13 USE OF SITE

Add Subparagraphs 3.13.1 through 3.13.4 to Paragraph 3.13:

3.13.1 The Contractor shall not bring or permit any subcontractor, supplier or anyone else for whom the Contractor is responsible, to bring on the site any asbestos, PCB's petroleum, hazardous waste or radioactive materials (except for proper use in performing the Work).

3.13.2 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

3.13.3 The Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruption as to allow the Owner to adjust operations accordingly. The Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely the Contractor.

3.13.4 Additional provisions for use of site are included in the Specifications, Section 015000, Temporary Facilities and Controls.

3.14 CUTTING AND PATCHING

Add to Paragraph 3.14 the following Subparagraph 3.14.3:

3.14.3 Additional provisions for cutting and patching of work are included in the Specifications, Section 017300, Execution.

3.15 CLEANING UP

Add the words ", WORKING HOURS AND NOISE ORDINANCE" to title of Paragraph 3.15.

Delete Subparagraphs 3.15.1 and 3.15.2 in their entirety and substitute the following:

3.15.1 Work will be performed in accordance with the Contract Documents, the Applicable Building Code, and other applicable law governing the Contractor's performance of the Work. No delays resulting from compliance with applicable laws or regulations may form the basis for any claim by the Contractor for delay damages or additional compensation or for any extensions of the Contract Time. The Contractor must not permit work outside of hours established in the Contract Documents on a Saturday, Sunday or State or federal holiday without the written consent of the Owner, given after prior written notice to the Architect and any other applicable consultants; such consent, if given, may be conditioned upon payment by the Contractor of the Owner's, Architect's and any other applicable consultants' additional costs and fees, testing or regulatory agency costs incurred in monitoring such off-hours Work. The Contractor must notify the Owner as soon as possible if Work must be performed outside such times in the interest of the safety and protection of persons or property at the Site or adjacent thereto, or in the event of an emergency. In no event shall the Contractor permit Work to be performed at the Site without the presence of the Contractor's superintendent and person responsible for the protection of persons and property at the Site and compliance with all applicable laws and regulations, if different from the superintendent.

3.15.2 The Contractor must comply with any applicable Noise Ordinances and any successor or substitute provisions covering the regulation of noise levels. It is the duty of the Contractor to familiarize itself with those provisions and perform the Work in compliance with those provisions.

Add Subparagraphs 3.15.3 and 3.15.4 to Paragraph 3.15:

3.15.3 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

3.15.4 Additional provisions for cleanup are included in the Specifications, Section 017700, Closeout Procedures.

3.18 INDEMNIFICATION

Delete Subparagraph 3.18.1 in its entirety and substitute the following:

3.18.1 To the fullest extent permitted by law the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees ("Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in the Contract Documents.

Add Subparagraph 3.18.3 to Paragraph 3.18:

3.18.3 In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Delete Subparagraph 4.1.1 in its entirety and substitute the following:

4.1.1 The "Architect" is defined in this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in this Contract and as is referred to throughout the Contract documents as if singular in number. The term "Engineer", "Architect/Engineer", "Engineer/Architect", "Architect's authorized representative", "Engineer's authorized representative", or Architect/Engineer's authorized representative" shall mean "Architect" as defined in this paragraph .

- .1 The Architect/Engineer is:
Name: DLR Group, Inc.
Address: 1430 Locust Street, Suite 200, Des Moines, Iowa 50309
Business Telephone No.: (515) 276-8097
Fax No.: (515) 252-0514

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

Delete the first two sentences of Subparagraph 4.2.2 and substitute the following:

The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, (1) to become generally familiar with and to keep the Owner informed about, the progress and quality of the portion of the Work completed, (2) endeavor to guard the Owner against defects and deficiencies in the Work and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

Modify Subparagraph 4.2.3 as follows:

Delete the word "reasonably" in the first sentence. Add the word "observable" in front of the word "progress" in the first sentence.

Modify Subparagraph 4.2.7 as follows:

Delete the words "approve or" and "other" at the beginning of the first sentence. Delete the word "approval," after the words "The Architect's ..." at the last sentence and in lieu thereof insert the word "...review ...".

Add Clause 4.2.7.1 to Subparagraph 4.2.7 :

4.2.7.1 Architect shall provide up to two (2) reviews, of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor. The Contractor shall reimburse the Owner for the Architect's additional services made necessary by additional reviews above the limits indicated above.

ARTICLE 5
SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Modify Subparagraph 5.2.1 as follows

In the first sentence, after the word "Contractor," delete the phrase "as soon as practicable after award of the Contract," and insert the phrase "within ten days after the date of the notice of award of the Contract;" and add the following sentence:

A list of Subcontractors shall be submitted in duplicate on AIA Document G805, 2001 Edition.

Add Subparagraph 5.2.5 to Paragraph 5.2:

5.2.5 MANUFACTURERS AND FABRICATORS

Not later than thirty (30) days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect/ Engineer the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable the name of the installing Subcontractor. The Architect/Engineer may reply within fourteen (14) days to the Contractor in writing stating 1) whether the Owner or the Architect/ Engineer has reasonable objection to any such proposed person or entity or 2) that the Architect/Engineer requires additional time to review. Failure of the Owner or Architect/Engineer to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

- .1 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- .2 If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected manufacturer or fabricator was reasonable capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute manufacturer's or fabricator's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- .3 The Contractor shall not substitute a person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitution.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Subparagraph 5.4.2 in its entirety.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Add the following sentence to the end of Subparagraph 6.1.1:

The Contractor shall give notification of the potential of a claim in writing to Owner and/or Separate Contractor within forty-eight (48) hours of the occurrence or discovery of the potential of an occurrence of the delay or action that will result in making a claim.

Add Subparagraph 6.1.5 to Paragraph 6.1:

6.1.5 Additional provisions for separate contracts are included in the Specifications, Section 011000, Summary.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

Add the following sentence to the end of Subparagraph 7.1.1:

No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Section. Verbal authorization for changes must be supported by written approval before being considered valid.

7.2 CHANGE ORDERS

Add Subparagraph 7.2.2 to Paragraph 7.2:

7.2.2 The forms used to process a Change Order will include AIA Document G701, Change Order. The Contractor must submit change proposals covering contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract sum, (ii) the Contract time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractors or Sub-subcontractors overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the change proposal in accordance with this Section 7.2.2 without accepting the change proposal in its entirety.

7.3 CONSTRUCTION CHANGE DIRECTIVES

Modify Subparagraph 7.3.2 as follows:

Delete the period at the end of the Subparagraph and insert the phrase ", and upon prior written approval of the Owner."

Modify Clause 7.3.7.5 as follows:

Delete the period at the end of the Clause and insert the phrase ", if any."

ARTICLE 8
TIME

8.1 DEFINITIONS

Modify Subparagraph 8.1.2 as follows:

At the end of the first sentence, insert the phrase "or the date of the Notice to Proceed, whichever occurs later."

8.2 PROGRESS AND COMPLETION

Modify Subparagraph 8.2.2 as follows:

Capitalize the "s" in the word site. Add " , or prior to approval of Certificates of Insurance, and Additional Insured Endorsement and Notice of Cancellation Endorsement required to be submitted to Owner under the Contract" to the end of the first sentence.

Add the following sentence to the end of Paragraph 8.2.3:

If Contractor's Work shall fall behind schedule for reasons that are not excused under the terms of the Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain the Construction Schedule.

Add Subparagraphs 8.2.4 through 8.2.8 to Paragraph 8.2:

8.2.4 The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Construction Schedule.

8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity indicated on the Construction Schedule.

8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part of the premise that the Contractor would have completed the Work prior to the expiration of the Contract time but for any claimed delay.

8.2.7 If the Contractor's progress is not maintained in accordance with the approved Construction Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Construction Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Construction Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

8.3 DELAYS AND EXTENSION OF TIME

Modify Subparagraph 8.3.1 as follows:

Delete the words "and arbitration" from fifth line. Add the following sentences to the end of the Subparagraph:

A time extension shall be Contractor's sole remedy and compensation for all such delays other than those resulting from the acts or negligence of the Owner, the Architect, or the Owner's separate contractors (collectively "Owner Caused Delays"). For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee.

ARTICLE 9 PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Modify Paragraph 9.1 as follows:

In the first sentence, add the words "thirty (30) days" between the words "Architect," and "before."

9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraph 9.3.1 in its entirety and substitute the following:

9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers. If the Contract Documents required the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained. Once the Application is approved by the Architect, the Application for Payment must be submitted for approval to the Urbandale Community School District. The application must be received at the District office at least one week prior to the scheduled meeting for it to be included in that meeting's scheduled business.

Add Clause 9.3.3.1 to Subparagraph 9.3:

9.3.3.1 With each Application for Payment submit waivers of Chapter 573 claims (the equivalent of mechanics liens under Iowa law for public improvement projects) from subcontractors or sub-subcontractors and suppliers for the construction period covered by the previous application.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add Clauses 9.5.1.8 through 9.5.1.11 to Subparagraph 9.5.1:

- .8 Service work not attended to.
- .9 Evidence of lack of careful workmanship.
- .10 Unworkmanlike or over expeditious construction.
- .11 Lack of attention to the special field duties specified.

Delete Subparagraph 9.5.3 in its entirety.

9.6 PROGRESS PAYMENTS

Add Clauses 9.6.1.1 and 9.6.1.2 to Subparagraph 9.6.1:

9.6.1.1 After the Architect has issued a Certificate for Payment and released it to the Owner, the Owner shall approve payment with Contractor to receive payment by the last day of the following month.

- .1 Until Substantial Completion, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of Progress Payments, (5%) retainage.

9.6.1.2 The Owner will, within thirty (30) days of presentation to them of a Notarized Certificate for Payment, pay the Contractor a progress payment on the basis of the approved Application for Payment. The laws of the State of Iowa shall be followed regarding Contractor Payment. Final payment shall be made no sooner than thirty-one (31) days following final approval and acceptance of the completed project.

Add Subparagraph 9.6.8 to Paragraph 9.6:

9.6.8 Payment to the Contractor will be made by the Owner from cash on hand from such sources as may be legally available.

9.8 SUBSTANTIAL COMPLETION

Modify Subparagraph 9.8.1 as follows:

Delete the period at the end of the subparagraph and add the following ", subject only to completion of minor punch list items, the absence of completion of which does not interfere with the Owner's intended use of the Project."

Add Subparagraphs 9.8.6 and 9.8.7 to Paragraph 9.8:

9.8.6 The Contractor shall reimburse Owner for any Architect/Engineer's Additional Services and/or attorneys' fees incurred as a result of Contractor's failure to finally complete the Work within sixty (60) days after date specified in the Contract Documents for Project Substantial Completion, or subsequently modified by Change Orders or dates established in the Certificate of Substantial Completion. Reimbursement for these additional services will be deducted by the Owner from the amounts due the Contractor and paid directly to the Architect/Engineer. For purposes of this paragraph "incurred as a result of" includes any architectural fees charged to Owner as Additional Fees under the contract due to the fact that the services were performed sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement) after Substantial Completion. The nature of the services performed (and whether they would have otherwise been performed as normal closeout services at some point under Basic Services) is not relevant to the Contractor's obligations for reimbursement under this section if the contract between the Owner and Architect states that any and all services and related fees are defined as Additional Services solely because they were performed more than sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement) after Substantial Completion.

9.8.7 Request For Early Release of Retainage Funds: Upon achieving Substantial Completion, as defined by Iowa Code Chapter 26, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractors' request for Release of the Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds a notice was given to all known subcontractors, subsubcontractors and suppliers that the Contractor is requesting the early release of retainage funds. If proper documentation is received from the Contractor, the Owner will release all retainage funds at the next monthly Board meeting or within thirty

(30) days', whichever is less, except it may retain the following:

- .1 An amount equal to 200% of the value of labor or materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of section, "authorized contract representative" means the Architect of record on the Project, unless otherwise specified.
- .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 Retainage is approved.
- .3 If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Delete Subparagraphs 9.10.1 through 9.10.3 and substitute the following:

9.10.1 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

9.10.2 Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner and the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete services of the Owner or the Architect until the Work is determined to be finally complete.

9.10.3 Final Payment will be made no earlier than thirty-one (31) days following approval by the School Board at a regularly scheduled meeting, receipt of all Lien Waiver(s) and/or Chapter 573 Claim Releases, Sales Tax information, and all other required closeout documents, and subject to the conditions of and in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorney's fees) it incurred as a result of any Chapter 573 Claims filed on the project. Neither final payment nor any remaining retained percentage will become due until the Contractor submits the following documents to the Architect.

- .1 An Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by the Owner.
- .2 A release or waiver of liens on behalf of the Contractor and a similar release or waiver on behalf of each Subcontractor and supplier, accompanied by AIA Document G706A, Affidavit of Release of Liens (latest edition) or such other form as may be prescribed by the Owner;
- .3 A certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;
- .4 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- .5 Consent of surety to final payment, submitted on AIA Document G707 (latest edition) or other form prescribed by the Owner;
- .6 Other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;
- .7 A certified building location survey and as-built site plan in the form and number required by the Contract Documents.
- .8 All warranties and bonds required by the contract Documents; and
- .9 Record Documents as provided in Section 3.22 and return of Contract Documents as provided therein.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add Clause 10.2.4.1 to Subparagraph 10.2.4:

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

Add Subparagraph 10.2.9 to Paragraph 10.2:

10.2.9 At the end of the day's work, all new work likely to be damaged shall be covered. During cold weather protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, work shall cease after notifying Architect/Engineer. All other protective measures not mentioned above which may be required shall be furnished by the particular contractor responsible for such protection.

10.3 HAZARDOUS MATERIALS

Add Clause 10.3.1.1 to Subparagraph 10.3.1:

10.3.1.1 On construction projects involving additions or modifications to existing building, the Owner shall provide the Contractor with a copy of the Asbestos Management Plan for the individual building.

Add Clause 10.3.4.1 to Subparagraph 10.3.4:

10.3.4.1 No product containing asbestos or Polychlorinated Biphenyl (PCB) shall be incorporated into the Work.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Add Clauses 11.1.1.9 and 11.1.1.10 to Subparagraph 11.1.1:

11.1.1.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises Operations (including X, C, and U coverages as applicable)
- .2 Independent Contractors' Protective
- .3 Products and Completed Operations
- .4 Personal and Advertising Injury Liability
- .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18
- .6 Owned, non-owned, and hired motor vehicles
- .7 Broad Form Property Damage including Completed Operations
- .8 General Aggregate Limit shall apply per project.

11.1.1.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add Clause 11.1.2.1 to Subparagraph 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater, if required by law:

- .1 Worker's Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$500,000 per Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee
 - (d) The Workers Compensation policy shall include a waiver of subrogation clause in favor of the Owner.
- .2 Comprehensive or Commercial General Liability (including Premises-Operation; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury and Property Damage:

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
 - (b) Products and Completed Operations to be maintained for two (2) years after final payment.

\$2,000,000	Aggregate
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 - (c) Property Damage Liability shall provide X, C and U coverage.
 - (d) Broad Form Property Damage Coverage shall include Completed Operations.
 - (e) General Liability coverage shall contain a per project aggregate clause.
 - (f) Contractual Liability shall be included.

- | | |
|---|-----------------------|
| .3 Personal and Advertising Injury
\$1,000,000 | Aggregate |
| .4 Business Auto Liability (including owned, non-owned, hired vehicles):
(a) Bodily Injury and Property Damage:
\$1,000,000 | Combined Single Limit |
| .5 Umbrella Excess Liability:
\$2,000,000 over primary insurance
\$10,000 self-insured retention | |

Add Clause 11.1.2.2 to Subparagraph 11.1.2:

11.1.2.2 The Contractor's Insurance shall contain a Non Waiver of Government Immunity Endorsement pursuant to Chapter 670.4 of the Iowa Code.

Add the following sentence to the end of Subparagraph 11.1.3:

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AJA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable. Insurance shall name Urbandale Community School District and DLR Group, Inc. as additional insured with the exception of Worker's Compensation.

11.3 PROPERTY INSURANCE

Add the following sentences to the end of Subparagraph 11.3.1:

The form of policy for this coverage shall be Completed Value.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

- .1 The Contractor shall deliver the required bonds to the Owner not later than ten days following the date the Agreement is entered into, or, if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 12 AFTER SUBSTANTIAL COMPLETION

12.1 UNCOVERING OF WORK

Modify Subparagraph 12.1.1 as follows:

Insert the words, "upon written authorization from the Owner," between "Architect" and "be uncovered" in the second line.

Modify Subparagraph 12.1.2 as follows:

Insert the words, "upon written authorization from the Owner," between "any request" and "to see" in the second line.

12.2 CORRECTION OF WORK

Delete Clause 12.2.2.1 in its entirety and substitute the following:

12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two (2) years after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under any other provision of the Contract Documents, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. Before commencing correction of the Work, Contractor shall submit to the Owner a written description of its proposed repair. This proposal must be approved by the Design Professional before the Contractor commences the repair. Once the Contractor has completed the repair work, it shall notify the Owner and Design Professional who shall promptly review the corrected work. If the Design Professional or the Owner rejects the correct work, the Contractor shall continue with the repairs until such time as the Design Professional and the Owner accept the corrected work. Where the Contractor corrects defective work during the initial two (2) year period after Final Completion, if the Owner discovers defects in the corrected work within one (1) year after the repairs are made, then the Contractor shall be obligated, upon written notice from the Owner, to correct such defects within one (1) year from the date that the repairs were made."

Add Subparagraph 12.2.6 to Paragraph 12.2:

12.2.6 Add the following as new subparagraph 12.2.6: "If the Contractor fails or refuses to correct the Work in accordance with its obligations under the Contract Documents after written notice from the Owner, then the Owner may correct the Work and the Contractor shall be liable for the costs to correct the Work, any related architectural, engineering or other consulting costs, attorney's fees and expenses, and fines or penalties, if any. Any amounts due to the Owner from the Contractor under this Section may be withheld from the balance of the Contract Sum not yet paid."

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete Paragraph 13.1 and substitute the following:

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

13.2 SUCCESSORS AND ASSIGNS

Delete Subparagraph 13.2.2 in its entirety.

13.6 INTEREST

Delete Paragraph 13.6 and substitute the following:

13.6 Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 573.14 or Section 4A.2, Code of Iowa, whichever is less.

13.7 TIME LIMITS ON CLAIMS

Modify Paragraph 13.7 as follows:

In the first sentence, delete the words "Substantial Completion" and in lieu thereof insert the words "Final Acceptance".

Add Paragraphs 13.8 through 13.10 to Article 13:

13.8 CONFORMANCE WITH LAWS

13.8.1 The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and the rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall not discriminate against any employee or applicant because of race, creed, color, sex, national origin, religion, marital status, parental status, sexual orientation, gender identity, genetic information, ethnic background, or the age of the applicant. The Contractor will select qualified applicants with disabilities who can perform the essential functions of the job or position with or without reasonable accommodations. The Contractor shall comply with all applicable federal, state and local, laws, rules, regulations, ordinances, policies and procedures, including the Urbandale Community School District policies and procedures and the Iowa Smoke Free Air Act.

13.8.2 The Contractor shall require similar clauses in all of its subcontracts for service or materials.

13.8.3 The Contractor shall comply with Iowa Code 692A.113, and shall certify that it is not managed, operated or owned by a person who is a registered sex offender convicted of a sex offense against a minor. Contractor shall also prohibit any employee who is such a sex offender from being on Owner's school property. The Contractor shall not permit any Subcontractor, Vendor or Supplier which is owned, managed or operated by a sex offender convicted of a sex offense against a minor, or any such sex offender employee of any of them, to be present on Owner's school property. The Contractor shall further acknowledge and certify services provided under this contract comply with Iowa Code 692A.113, and shall execute and deliver a copy of "Certificate of Compliance" within ten (10) days of the execution of the Agreement or before and any Company workers are on the Project site.

13.9 OWNER'S RIGHT TO OCCUPY

Owner shall have the right to occupy, without prejudice to rights of either party, any completed or largely completed portion of structure or Work, notwithstanding the fact that time for completing entire Work, or such portion thereof, may not have expired. Such occupancy and use shall not be an acceptance of Work taken or used.

13.10 REBATES

Owner shall have the right to apply for, and secure all rebates which are available when Bids are received. Contractor shall provide invoices, itemizations, and cooperation to the Owner in this regard.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION OR SUSPENSION OF THE CONTRACT

Delete Subparagraph 14.1.1 in its entirety and substitute the following:

14.1.1 The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

Delete subparagraphs 14.1.2 through 14.1.4 in their entirety.

14.2 TERMINATION BY THE OWNER FOR CAUSE

Delete subparagraphs 14.2.1 through 14.2.4 in their entirety and substitute the following:

14.2.1 The Owner may terminate the Contract for cause if the Contractor:

- .1 Fails to supply adequate properly skilled workers or proper materials;
- .2 Fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 Fails to comply with any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- .4 Fails to perform the Work in accordance with the Contract Documents or otherwise breaches any provision of the Contract Documents;
- .5 Anticipatorily breaches or repudiates the Contract;
- .6 Fails to make satisfactory progress in the prosecution of the Work required by the Contract; or
- .7 Endangers the performance of this Contract.

14.2.2 The Owner may terminate the Contract, in whole or in part, whenever the Owner determines that sufficient grounds for termination exist as provided in Subsection 14.2.1. The Owner will provide the Contractor with a written notice to cure the default. If the default is not cured, the termination for default is effective on the date specified in the Owner's written notice. However, if the Owner determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Owner may terminate the Contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Contractor must compensate the Owner for additional costs that foreseeably would be incurred by the Owner, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default in a termination for convenience if the termination for default is later found to be without justification.

14.2.3 Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner and County, participate in an inspection of the Work with the Owner, County and the Architect to record the extent of completion thereof to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site; and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into further subcontracts or purchase orders.

14.2.4 Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders, and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

Add Subparagraphs 14.2.5 through 14.2.9 to Paragraph 14.2:

14.2.5 Upon termination for cause, the Contractor must take those actions described in Section 14.2.3, and the Owner may take those actions described in Section 14.2.4, subject to the prior rights of the Contractor's Surety.

14.2.6 When the Owner terminates the Contract for cause, the Contractor is not entitled to receive further payment until the Work is completed and the costs of completion have been established.

14.2.7 If the unpaid balance of the Contract Sum less amounts which the Owner is entitled to offset from the unpaid Contract balance, including actual or Liquidated Damages, compensation for the Architect's services and expenses made necessary thereby, and other damages and expenses incurred by the Owner, including reasonable attorney's fees, exceeds the costs of completing the Work, including compensation for the Owner's and the Architect's services made necessary thereby, such excess will be paid to the Contractor or Surety, as directed by the Surety. If such costs exceed the unpaid Contract balance, the Contractor must pay the difference to the Owner upon written demand. This obligation for payment survives termination of the Contract.

14.2.8 In completing the Work following termination for cause, the Owner is not required to solicit competitive bids or to award completion work to the lowest bidder, but may obtain such completion work and related services on the basis of sole source procurement and negotiated compensation.

14.2.9 If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, and Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition the Bankruptcy Court to lift the Automatic Stay and permit Owner to terminate the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Subparagraphs 14.4.1 through 14.4.3 in their entirety and substitute the following:

14.4.1 The Owner may, at any time, terminate the Contract or any portion thereof or the Work for the Owner's convenience and without cause.

14.4.2 Upon receipt of the written notice from the Owner of termination, the Owner must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner and the Architect/Engineer to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders related to the Work and enter into no further subcontracts or purchase orders therefor.

14.4.3 Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders; and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

14.4.4 In case of termination for the Owner's convenience, the Contractor will be entitled to compensation only for the following items:

- .1 Payment for acceptable Work performed up to the date of termination;
- .2 The costs of preservation and protection of the Work if requested to do so by the Owner;
- .3 The cost of terminating the following contracts including:
 - a. Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
 - b. Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;

- c. Documented transportation costs associated with removing Contractor-owned equipment.
 - d. Documents demobilization and close-out costs; and
 - e. Overhead and profit on the foregoing not to exceed ten percent (10%).
- .4 The Contractor will not be compensated for the cost of terminating subcontracts, which must be terminable at no cost to the Owner if the Contract is terminated.
- .5 The Contractor will not be compensated for the cost of any idled employees unless the employee is under a written employment contract entitling the employee to continued employment after termination of the Contract and the employee cannot be assigned to other work provided that in all events the Contractor's costs must be limited to thirty (30) days of employment costs from the date of the notice of termination. The Contractor is not entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Subsection 14.4.4 as a consequence of the Owner's termination of the Contract for convenience). The Contractor conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of the Contract. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Article 15. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3 and 14.4.4.4 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract.

14.4.5 The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

ARTICLE 15 CLAIMS AND DISPUTES

15.1 CLAIMS

Delete Subparagraphs 15.1.1 through 15.1.3 in their entirety and substitute the following:

15.1.1 A Claim is a written demand or assertion by the Contractor seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. Nothing contained in this subsection 15.1.1 is intended to apply to or in any way limit the Owner's right to make claims related to or arising out of the Contract."

15.1.2 Claims by the Contractor must be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual cost is approved, the Owner shall pay the Contractor actual costs incurred plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a subcontractor, as applicable."

15.1.3 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract in accordance with the Contract Documents."

Add Clauses 15.1.5.3 and 15.1.5.4 to Subparagraph 15.1.5:

15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

15.2 INITIAL DECISION

Modify Subparagraph 15.2.5 as follows:

Delete that last sentence of the subparagraph.

Delete Subparagraph 15.2.6 and Clause 15.2.6.1 in their entirety.

15.3 MEDIATION

Delete Subparagraph 15.3.1 and substitute the following:

15.3.1 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with Iowa Code Chapter 679C, as amended. A request for mediation shall be made in writing, and delivered to the other party to the Contract. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Delete Section 15.3.2 and substitute the following:

15.3.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Delete Section 15.3.3 in its entirety.

15.4 ARBITRATION

Delete Subparagraphs 15.4.1, 15.4.1.1, 15.4.2, 15.4.3 in their entirety and substitute the following:

15.4.1 Notwithstanding other provisions in these General Conditions, such as those contained in 4.1.2 and 4.1.3, no claim, dispute, or other matter coming into question shall be subject to arbitration.

END OF SECTION 007300

SECTION 011000 SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

- 1. Project information.
- 2. Work covered by the Contract Documents.
- 3. Access to site.
- 4. Coordination with occupants.
- 5. Work restrictions.
- 6. Specification formats and conventions.

- B. Related Sections include the following:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Storm Lake High School Baseball/Softball Fields Lighting Replacement.

- 1. Project Location: Urbandale High School, 7111 Aurora Avenue, Urbandale, Iowa 50322.

- B. Owner: Storm Lake Community School District, 419 Lake Avenue, Storm Lake, Iowa 50588.

- 1. Owner's Representative: John Lees, Building and Grounds Director, at 712-299-0400.

- C. Owner: Urbandale Community School District, 11155 Aurora Avenue, Urbandale, Iowa 50322.

- 1. Owner's Representative: John Lees, Buildings and Maintenance Supervisor, at (515) 306-4191.

- D. Architect: DLR Group, 1430 Locust Street, Suite 200, Des Moines, Iowa 50309.

- 1. Architect's Representatives: Jim Huse, AIA at (515) 276-8097.
- 2. Civil Engineer: David Weimer, PE, 402-393-4100.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. Project consists of three separate lump sum base bids, 1) Spot Removal and Patching of existing Resilient Surfacing and adding a Structural Spray, 2) Complete removal of existing Resilient Surfacing and Replacement with new Polyurethane Bound Rubberized Surfacing, and 3) Complete removal of existing Resilient Surfacing and Replacement with new Polyurethane Bound Rubberized Surfacing and adding a Structural Spray. All three lump sum bid numbers include restriping of track to include all current required track markings. Only one of the Lump Sum Bids will be accepted.

B. Type Of Contract:

1. Project will be constructed under a single prime contract:
 - a. AIA Document A101 - 2007 Standard Form of Agreement Between Owner and Contractor, as amended.

C. Construction Completion Schedule:

1. Lump Sum Base Bids A through C A-1 through A-3:
 - a. Commencement of Work: Work shall be allowed commence after June 12, 2016, with a preferred start date June 27, 2016, if possible.
 - b. Substantial Completion: Project shall be substantially complete on or before July 17, 2016, with a preferred date of July 8, 2016, if possible.
2. Final Completion: Upon reaching substantial completion, the outstanding items that need to be completed and or corrected shall be completed with-in sixty (60) days after the date established for substantial completion.

1.5 ACCESS TO SITE

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

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

1. Driveways and Entrances: Keep driveways, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
 - 3. Notify Owner not less than 72 hours in advance of request to work during evenings/weekends and/or holidays and any associated costs shall be paid by contractor.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Smoking and Tobacco Products: Smoking and use of tobacco products is strictly prohibited on School District Property.
- C. Harassment: Construction workers shall not harass students, teachers, or other people associated with the School District. Workers involved in any harassment situations shall be immediately removed from working on the project.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. The Owner will hire a surveyor to measure work-in-place of Resilient Surfacing Removal and Patching. Contractor shall coordinate with owners surveyor to survey all areas marked out on the track prior to Resilient Surfacing Removal and Patching
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Resilient Surfacing Removal and Patching

1. Description: Bidder shall base their bids, for Lump Sum Base Bid A, on 5% of the Total Track Area (390 square yards) requiring Resilient Surfacing Removal and Patching. The Actual amount of Resilient Surfacing Removal and Patching shall be determined with the Contractor and Owner together reviewing the track surfacing.
2. Unit of Measurement: Square Yard of Resilient Surfacing Removal and Patching added or deducted from quantity indicated.

END OF SECTION 012200

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use the "Post-Bid Request For Substitution Form" attached to the end of this Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.

- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (NOT USED)

END OF SECTION 012500

REVIEW - NOT FOR CONSTRUCTION

SECTION 012500A SUBSTITUTION REQUEST FORM (DURING CONSTRUCTION)

To: DLR Group, inc.
1430 Locust Street, Suite 200
Des Moines, Iowa 50309
(515) 276-8097

CONTRACTOR'S REQUEST, WITH SUPPORTING DATA

1. Reason for submitting request: _____

2. Specifications to which this request applies: _____
Section Page Paragraph

Product Data for proposed substitution is attached (description of product, reference standards, performance and test data).

- Sample is attached.
- Sample will be sent if requested by Architect/Engineer.

3. Itemized comparison of proposed substitution with product specified.

	ORIGINAL PRODUCT	PROPOSED SUBSTITUTION
--	------------------	-----------------------

Name, brand: _____

Catalog No. _____

Manufacturer: _____

Significant Variations: _____

4 Unit costs of original product and proposed substitution. State whether cost is for:

- Material only
- Material installed
- Life cycle cost of installed product
- Original products: \$ _____ per _____.
- Substitution: \$ _____ per _____.

5. Proposed change in contract sum:

- Credit to Owner: \$ _____.
- Additional cost to Owner: _____.

6. Proposed change in contract time:

- Reduce.
- Increase by _____ days.

7. Effect of proposed substitution on other parts of the Work, or on other Contracts:

CONTRACTORS STATEMENT OF CONFORMANCE
OF PROPOSED SUBSTITUTION TO CONTRACT DOCUMENTS

I/We have investigated the proposed substitution. I/We:

1. believe that it is equal or superior in all respects to the original specified product, except as stated in 3 above;
2. will provide the same warranty as required in AIA A201 General Conditions 3.5;
3. will provide the same special warranty or guaranty as specified;
4. have included all cost data and cost implications of the proposed substitution;
5. will pay redesign and special inspection costs caused by the use of this substitution;
6. will pay additional costs to other contractors caused by this substitution;
7. will coordinate the incorporation of the proposed substitution in the Work;
8. will modify other parts of the Work as may be needed, to make all the parts of the Work complete and functioning;
9. waive future claims for added cost to Contractor caused by the proposed substitution.

Contractor: _____ Date: _____

Firm: _____

ARCHITECT/ENGINEER'S REVIEW AND ACTION

- Provide more information in the following categories. Resubmit.

Sign Contractor's Statement of Conformance. Resubmit.

- The proposed substitution is approved, with the following conditions:

The following changes will be made by Change Order: \$ _____

Addition to / deduction from the Contract Sum: _____.

Addition to / deduction from the Contract Time: _____ days.

DLR Group

By: _____ Date: _____

END OF SECTION 012500A

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests (PR): Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Where major cost items are Subcontractors, items shall be itemized.

- e. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - f. Owner-Initiated Proposal Request Form: Use AIA Document G709 for Proposal Requests.
- B. Contractor-Initiated Proposals (CIP): If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Section 016000 "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
 7. Contractor-Initiated Proposal Request Form: Submit on Contractor's letterhead. A CIP number will be assigned by the Architect.

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive (CCD): Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.7 CONTRACTOR'S DOCUMENTATION

- A. For changes in the Work (PR, CIP, or CCD) on the lump sum or time and material methods, the Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Architect.
1. As a minimum the detailed break down shall include and indicate the items enumerated below:
 - a. Labor costs, itemized by each trade involved, showing the hourly rates for each and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid workmen in accordance with the established management labor agreement.
 - b. Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's or workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA.
 - c. Quantities of materials, equipment and supplies, at their actual cost, with unit costs indicated.
 - d. Refer to "General Conditions to the Contract for Construction", Article 7 – Changes in the Work, for schedule of allowances for overhead and profit for changes in the Work.
 - e. The percentages allowed for overhead, and profit shall be deemed to include, and no further addition for:
 - 1) Field and office supervision and administration, including the field superintendent, foreman, field design/drafting, and project coordination.
 - 2) General insurance, except that listed as labor burden.
 - 3) Labor Inefficiency.
 - 4) Lost Time.
 - 5) Use or replacement of tools.
 - 6) Consumables.
 - 7) Shop burden.
 - 8) Equipment rental (other than specifically required additional hoisting equipment, required excavating equipment or similar equipment necessary solely as a result of the change).
 - 9) Engineering and estimating costs.
 - 10) Field Design/Drafting.
 - 11) As-Built or Record Drawings.
 - 12) Updating site drawings and specifications.
 - 13) Cost of safety measures (including those imposed by OSHA).
 - 14) Shipping, drayage and demurrage.
 - 15) Parking charges.
 - 16) Clean up and debris removal.
 - 17) Testing.
 - 18) Warranties.
 - 19) Permits, unless a new permit type is required.
 2. Prior to submittal of any contract modification proposal, Contractor shall provide labor rate itemization, including labor costs, burden costs, and fringe benefits, for every all tradesman that will be performing work on site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

REVIEW - NOT FOR CONSTRUCTION

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than 10 days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Submit draft of AIA Document G703 Continuation Sheets.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 4. Provide a breakdown of the Contract Sum in enough detail, for each project site separately, to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to Architect by the end of month for operations completed in accordance with the schedule of values. The period covered by each Application for Payment is one month, ending on the twenty-fifth day of each month.
- C. Payments shall be made for materials and equipment suitably stored off the site at a location agreed upon if an off-site storage agreement is approved in advance by the Owner and accompanied by Consent of Surety. The agreement shall be conditioned upon compliance by the Contractor with procedures to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 3. Provide supporting data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. List of Contractor's staff assignments.
 6. List of Contractor's principal consultants.
 7. Copies of building permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Initial progress report.
 10. Certificates of insurance and insurance policies.
 11. Performance and payment bonds.
- I. Progress Payments: Upon certification by the Architect, the Owner shall make payment by the end of the following Month, pay to the Contractor, on account of the Contract, ninety-five percent (95%) of the value of labor and materials incorporated in the Work and ninety-five (95%) of materials suitably stored in accord with Subparagraph 9.3.2 of the General Conditions, up to the twenty-fifth day of the preceding month.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.

8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, damages settlement statement.
10. Certification stating that no asbestos was used in the manufacture or fabrication of products and materials used in the construction of this project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

REVIEW - NOT FOR CONSTRUCTION

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Progress cleaning.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. Related Sections include the following:
 - 1. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Examine roughing-in for electrical systems to verify actual locations of connections before equipment and fixture installation.
 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines as needed to locate each element of Project.

2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 3. Inform installers of lines and levels to which they must comply.
 4. Check the location, level and plumb, of every major element as the Work progresses.
 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- E. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections include the following:
 - 1. Section 017300 "Execution" for progress cleaning of Project site.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Complete startup testing of systems.
8. Complete final cleaning requirements, including touchup painting.
9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning: Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - c. Clean exposed hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - d. Remove labels that are not permanent.
 - e. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - f. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Product maintenance manuals.
- B. Related Sections include the following:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 - 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return 2 copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Agent will comment on whether general scope and content of manual are acceptable.

- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Agent will return copy with comments.
 - 1. Correct or modify each manual to comply with Architect's and Commissioning Agent's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Agent's comments and prior to commencing demonstration and training.

1.4 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. Table of contents.
- B. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- C. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.

3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based upon file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Sections include the following:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.
- E. Reports: Submit written report indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Locations and depths of underground utilities.
 - d. Revisions to routing of piping and conduits.
 - e. Revisions to electrical circuitry.
 - f. Actual equipment locations.
 - g. Locations of concealed internal utilities.
 - h. Changes made by Change Order or Construction Change Directive.
 - i. Changes made following Architect's written orders.
 - j. Details not on the original Contract Drawings.
 - k. Field records for variable and concealed conditions.
 - l. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
 1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.
 - 1. Include miscellaneous record submittals directory organized by specification section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.

- f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

END OF SECTION 017900

REVIEW - NOT FOR CONSTRUCTION

SECTION 321700 - RESILIENT SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. Weather: Construct resilient surfacing only when the surface area is dry, the weather is not rainy, and the temperature of the material and ambient air is at least 45F.

1.3 SUBMITTALS

- A. Certification: Submit documents to the Architect certifying that the Resilient Surfacing Subcontractor has installed this type of surfacing, and is qualified to do this type of work. The installer shall be approved by the material supplier to install the track system. The manufacturer shall have installed a minimum of three tracks using the material specified. The installer shall have installed a minimum of one track. If the installer has installed less than three tracks, the manufacturer shall have a representative on the site who has had experience in the installation of the type of surface specified.
- B. Track Striping Layout Plan: Submit a colored scalable drawing showing the layout, dimensions, and notation for all required track striping events.
- C. Layout certification: Submit documents to the Architect certifying that the paint striping as installed meets the dimensions shown on the Drawings and The Course Measurement Requirements of Rule 5, Section 2, of the latest edition of the National Federation of State High School Associations Track and Field Rule Book

1.4 GUARANTEE

- A. Resilient surfaces shall be warranted for a period of five years from the date of Substantial Completion against defects in materials and workmanship including defects such as delamination, bubbling, cracking, loss of integrity or excessive wear. The manufacturer shall review the asphalt pavement mix design and installation and accept the base before installation of the surfacing. The manufacturer shall immediately notify the Contractor and the Architect of any deficiencies in the asphalt pavement mix design upon award of the Contract. The guarantee does not cover vandalism, neglect, improper care, improper footwear, or acts of God. The manufacturer's recommendations for maintenance shall be followed. The manufacturer shall submit full and complete maintenance instructions to the Owner.

PART 2 - PRODUCTS

2.1 POLYURETHANE-BOUND RUBBERIZED SURFACING

A. Polyurethane-bound rubberized surfacing shall be one of the following types and manufacturers, or approved equal:

1. Spurtan B Polyurethane Base Mat Surfacing by Advanced Polymer Technology
 - a. Midwest Tennis & Track Co.
 - b. Telephone: 712/263-3554.
2. BSS-50 Polyurethane Base Mat Surfacing:
 - a. Benyon Sports Surfaces.
 - b. Telephone: 402/250-1826.
3. FT Poly-Mat 5k Polyurethane Base Mat System:
 - a. Fisher Tracks.
 - b. Telephone: 515/432-3191.

2.2 STRUCTURAL SPRAY SURFACING

A. Provide a black colored structural spray on top of polyurethane track surface. Finished system with structural spray shall be of the following types and manufacturers, or approved equal:

1. Spurtan Respray Base Mat with Structural Spray System:
 - a. Midwest Tennis & Track Co.
 - b. Telephone: 712/263-3554.
2. BSS-100 Polyurethane Base Mat with Structural Spray System:
 - a. Benyon Sports Surfaces.
 - b. Telephone: 402/250-1826.
3. FT Poly Mat SS 10k Polyurethane Base Mat with Structural Spray.
 - a. Fisher Tracks.
 - b. Telephone: 515/432-3191.

2.3 POLYURETHANE-BOUND RUBBERIZED SURFACING PRODUCT INFORMATION

- A. Resilient materials shall be a mixture of uniformly graded EPDM granules bound with 100 percent polyurethane binders containing no clay or mineral fillers. The rubber granules shall be graded between 1 mm and 4 mm and contains a maximum of four percent dust retained on a No. 200 sieve. Color shall be black.
- B. Minimum physical properties shall be as follows:
1. Thickness: 1/2 inch minimum.
 2. Color: Black.
 3. Hardness (ASTM D-2240):
 - a. Shore A at 70°F - 50 to 60.
 - b. Shore A at 140°F - 45 to 55.
 - c. Shore A at 35°F - 55 to 65.
 4. Elongation (ASTM D-412): 95%.
 5. Tensile Strength (ASTM D-412): 200 PCI at 70°F.
 6. Compression Set (ASTM D-395): 90% to 95% at 70°F over 25 hour period.
 7. Abrasion Resistance (ASTM D-50): 0.25 to 0.425 grams loss after 1000 cycles.
 8. Chalking (ASTM D-822): No change after 1000 hours in weatherometer.
 9. Coefficient of Friction (ASTM D-1894):
 - a. Dry - 0.070 to 0.75.
 - b. Wet - 0.080 to 0.95.
 10. Resilience (ASTM D-2632): 37% to 44%.
 11. Tear Resistance (ASTM D-624): 50 to 75 psi.
- C. Polyurethane binding agent shall be Methylene Diphenyle Isocyanate (MD) based binder with not more than two percent Teluylene Diphenyle Isocyanate (TDI) added.
- D. Base mat shall consist of 20 percent polyurethane binding agent and 80 percent granulated rubber measured by weight.
- E. Primer shall be polyurethane based and be compatible with the asphalt and synthetic track material.
- F. Structural spray shall be MDI based mono-component moisture cured, black pigmented polyurethane specifically formulated for compatibility with EPDM granules.
- G. EPDM rubber granules for the structural spray shall be EPDM peroxide cured, manmade rubber containing a minimum of 20% EPDM. Granules shall be 0.5 mm to 1.5 mm, black in color.

2.4 LINE PAINT

- A. Line paint shall be a reflective, nonglaring, weather-resistant, pure polyurethane suitable for use with the surfacing material used. Colors shall be as shown on the Drawings. Paint shall be as recommended by the track surfacing manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Inspect the existing asphalt paving product and notify Asphalt Paving Contractor of any repairs required.
- B. Clean the surfaces to receive resilient surfacing of oils, dirt, and material deleterious to the resilient surfacing. Clean the surface using pressure washers. The Contractor shall coordinate which Subcontractor cleans the asphalt surface.
- C. Lay resilient surfaces during daylight hours. Begin installation on the runway high jump. Apply the synthetic surfacing materials only during favorable weather conditions. Work is to progress only when adequate curing can be guaranteed by the installer. No application of the surfacing shall be conducted during rainfall, when rain is imminent, when freezing temperatures are forecasted or exist, or when gusting winds are occurring.
- D. A representative of the track surfacing manufacturer shall be present during layout operations.
- E. During surface installation and striping, all sprinkler systems must be shut off, or controlled so that no water falls on the track or event surfaces. Work on surrounding construction that creates dust shall be halted during laydown operations and shall not resume until dust will not harm the surface.

3.2 INSTALLATION OF POLYURETHANE-BOUND RUBBERIZED SURFACING

- A. Spray on a polyurethane primer compatible with the asphalt base. Apply at rates recommended by the manufacturer. Mask areas which are not to be coated.
- B. Mix rubber granules and urethane binder thoroughly then spread the mixture using a mechanical spreader or spray dependent upon material selected. Mechanically operated screed machine which shall have an electrically heated screed. All joint work shall be flush with the adjacent mat. Joints which have cured shall have their edges primed with base mat binding agent prior to the laying of the adjacent base mat.
- C. Spray apply structural spray coating at the rate prescribed by manufacturer.
- D. The above installation techniques are general in nature. The manufacturer's instructions shall be followed during installation.

3.3 LINE PAINTING

- A. Line painting shall be done by a workman experienced with the painting of track lines and the type of material being used. Clean the surface of dirt, grease, or other objectionable material. Actual painting of the lines shall be according to the manufacturer's requirements. Lines shall be sharp and free of overspray.

- B. Provide lane lines, starting lines, and markings required, and conform to the standards for track construction as prescribed by the NFHS, NCAA, or IAAF.
- C. The Contractor shall verify with the Owner's representative through the Architect for exact locations, size, shape, and color of the lines and markings before proceeding with markings and striping.
- D. Calculations shall be made to the nearest 1/100th of a foot.
- E. Angles shall be set by using a transit or theodolite capable of reading direct to 20 seconds.
- F. Measurement shall be made with a steel tape in engineering scale.

3.4 TRACK STRIPING

- A. All lane lines shall be 2" wide. All start and finish lines shall be 2" wide. Isosceles triangles with a base width of 36" and 18" high with the base as the limits of the zone shall be used to mark the exchange lines. Hurdle marks shall be 2" x 4" marks on both sides of the lane inside and contiguous to the lanes. Lane numbers shall be 36" to 42" high in three locations. Event identifications shall be 4" high letters located above and to the right of all start lines in lane two. Acceleration marks shall be 6" circles.

- B. List of Events

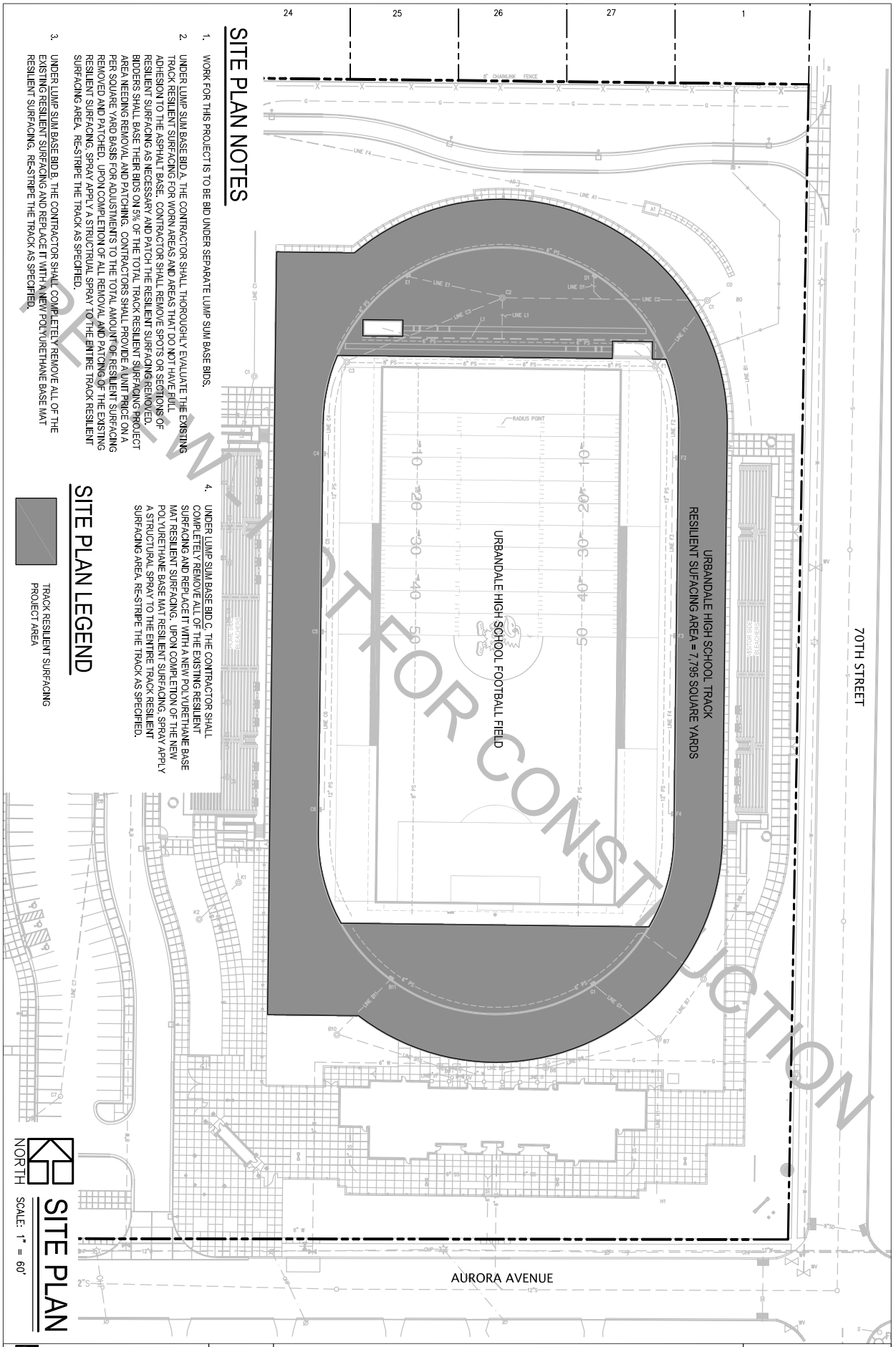
- 1. 100 meter
- 2. 200 meter
- 3. 400 meter
- 4. 800 meter
- 5. 1500 meter, Waterfall Start (with one meter marks behind waterfall)
- 6. 1600 meter, Waterfall Start (with one meter marks behind waterfall)
- 7. 3000 meter, Waterfall Start (with one meter marks behind waterfall)
- 8. 3200 meter, Waterfall Start (with one meter marks behind waterfall)
- 9. Half waterfalls starting in lane #5 and proceeding to lane #8 for one turn stager at common finish line area (with one meter marks behind waterfall)
- 10. 100 Meter Hurdles
- 11. 10-Flight Shuttle Hurdle Event (girls)
- 12. 110 Meter Hurdles
- 13. 10-Flight Shuttle Hurdle Event (boys)
- 14. 400 Meter Hurdles
- 15. 400 Meter Relay
- 16. 800 Meter Relay
- 17. 1600 Meter Relay
- 18. 3200 Meter Relay
- 19. 1600 Meter Relay (200-200-400-800)
- 20. Sprint Medley Relay (100-100-200-400)
- 21. Distance Medley Relay (200-200-400-800)

3.5 FIELD QUALITY CONTROL

- A. Test profile, grade, and tolerances of finished surface. Correct variations to meet the manufacturer's recommendations.
- B. Densities shall be according to the manufacturer's recommendations.

END OF SECTION 321700

REVIEW - NOT FOR CONSTRUCTION



SITE PLAN NOTES

1. WORK FOR THIS PROJECT IS TO BE BID UNDER SEPARATE LUMP SUM BASE BIDS.
2. UNDER LUMP SUM BASE BID A, THE CONTRACTOR SHALL THOROUGHLY EVALUATE THE EXISTING TRACK RESILIENT SURFACING FOR WORK AREAS AND AREAS THAT DO NOT HAVE FULL ADHESION TO THE ASPHALT BASE. CONTRACTORS SHALL REMOVE SPOTS OR SECTIONS OF RESILIENT SURFACING AS NECESSARY AND PATCH THE RESILIENT SURFACING RELIABLE. BIDDERS SHALL BASE THEIR BIDS ON 5% OF THE TOTAL TRACK RESILIENT SURFACING PROJECT AREA INCLUDING REMOVAL AND PATCHING. CONTRACTORS SHALL PROVIDE A UNIT PRICE ON A PER SQUARE YARD BASIS FOR ADJUSTMENTS TO THE TOTAL AMOUNT OF RESILIENT SURFACING REMOVED AND PATCHED. UPON COMPLETION OF ALL REMOVAL AND PATCHING OF THE EXISTING RESILIENT SURFACING, SPRAY APPLY A STRUCTURAL SPRAY TO THE ENTIRE TRACK RESILIENT SURFACING AREA. RES-STRIPE THE TRACK AS SPECIFIED.
3. UNDER LUMP SUM BASE BID B, THE CONTRACTOR SHALL COMPLETELY REMOVE ALL OF THE EXISTING RESILIENT SURFACING AND REPLACE IT WITH A NEW POLYURETHANE BASE MAT RESILIENT SURFACING. RES-STRIPE THE TRACK AS SPECIFIED.

4. UNDER LUMP SUM BASE BID C, THE CONTRACTOR SHALL COMPLETELY REMOVE ALL OF THE EXISTING RESILIENT SURFACING AND REPLACE IT WITH A NEW POLYURETHANE BASE MAT RESILIENT SURFACING. UPON COMPLETION OF THE NEW POLYURETHANE BASE MAT RESILIENT SURFACING, SPRAY APPLY A STRUCTURAL SPRAY TO THE ENTIRE TRACK RESILIENT SURFACING AREA. RES-STRIPE THE TRACK AS SPECIFIED.

SITE PLAN LEGEND



SCALE: 1" = 60'

APPROVAL OF SURETY TO SCHEDULE OF VALUES

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT:
(Name, Address)

TO (Owner)

ARCHITECT'S PROJECT NO.
CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

Hereby approves the attached Schedule of Values for use as a basis for the Contractor=s Applications for Payment.
Such use of the approved Schedule of Values shall not relieve the surety of any of its obligations to

OWNER ,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this

day of 20__

Surety Company

Signature of Authorized Representative

Attest:
(Seal):

Title

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Related Sections include the following:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Project closeout activities.
 - 7. Startup and adjustment of systems.
 - 8. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. Procedure: Immediately on discovery of the need for information of the Contract Documents, and if not possible to request information at Project meeting, prepare and submit an RFI in the form specified.
 - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing information.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Form at end of this Section.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for information of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule a preconstruction conference before starting construction, at a time convenient to Owner, Architect and Contractor, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.

- n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
3. Minutes: Architect will record and distribute meeting minutes.
- C. Progress Meetings: Architect will conduct progress meetings at regularly scheduled intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.

- 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Architect will record and distribute to Contractor the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

REVIEW - NOT FOR CONSTRUCTION

Request For Information

By submission of this form, the contractor attests to the fact that having carefully reviewed the Contract Documents and coordinated the Work with the appropriate trades and reviewed field conditions, the information requested cannot be determined from such efforts as called for in the General Conditions of the Contract



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Date

To

From

Project

Project No.

RFI No.

Description of RFI

Specification Ref.

Drawing Ref.

Sketch/Attachment

No

Yes

Please Respond By
Architect/Engineer
Response

Signature

Name

cc

REVIEW - NOT FOR CONSTRUCTION

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Field condition reports.
 - 3. Special reports.
- B. Related Sections:
 - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
 - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Field Condition Reports: Submit at time of discovery of differing conditions.

- D. Special Reports: Submit at time of unusual event.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- D. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

2.2 START-UP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work. Base schedule on the start-up construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.4 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: Update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

REVIEW - NOT FOR CONSTRUCTION

SECTION 013300 SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Section 013100 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Section 017700 "Closeout Procedures" for submitting warranties.
 - 5. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 6. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- C. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect .
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect .
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- D. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- E. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
1. Transmittal Form: Use facsimile of sample form at end of Section. Fill out form completely. Submittals without the transmittal form completed will be returned without review.

2. Transmittal Number: Number each transmittal using the specification section number followed by a number designating the submittal order; i.e. Transmittal No. 033000-01 would designate the first submittal for Section 033000; 03300-02 would designate the second transmittal for Section 033000. Continue numbering sequence for as long as necessary.
 - a. Resubmittal Numbering: Number resubmittals with the original Transmittal No. followed by an "R" and the resubmittal sequence number; i.e. 033000-01R1 for 1st resubmittal of transmittal 033000-01; 03300-01R2 for the second resubmittal and continuing in this manner until the submittal is approved.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Reviewed" or "Furnish As Corrected."
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Use only final submittals with mark indicating "Reviewed", "Reviewed - Additional Information Required", or "Furnish As Corrected" taken by Architect .

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.

- k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit upto six copies of Product Data, unless otherwise indicated. Architect will return minimum of four copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 3. Number of Copies: Submit three opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Architect will retain upto two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.

4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- E. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation" for Construction Manager's action.
- F. Application for Payment: Comply with requirements specified in Section 012900 "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect .
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S / ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Compliance with specified characteristics per Contract Documents is the Contractor's responsibility. Refer to AIA A201 - 1997 Edition.
- C. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- D. Submittal Stamp: The Architect-Engineer will stamp each submittal with a uniform, self-explanatory submittal stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 1. Reviewed: Where submittals are marked "Reviewed," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.

2. Reviewed - Additional Information Required: Where submittals are marked "Reviewed - Additional Information Required," the information submitted has been reviewed and approved as noted. However, additional information as noted and/or required by Contract Documents needs to be submitted.
 3. Furnish As Corrected: When submittals are marked "Furnish As Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 4. Revise and Resubmit: When submittal is marked "Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 5. Rejected: When submittal is marked "Rejected," information submitted is not in compliance with Contract Documents. Resubmit submittal as required by Contract Documents.
- E. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

Shop Drawing Comments



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Date	
Project	
Project No.	
Description	(Specification # & Title go here)
Transmittal No.	
Action	<p>A <input type="checkbox"/> REVIEWED</p> <p>B <input type="checkbox"/> REVIEWED – ADDITIONAL INFORMATION REQUIRED</p> <p>C <input type="checkbox"/> FURNISH AS CORRECTED Reviewer does not authorize changes to Contract Sum unless stated in separate letter or Change Order.</p> <p>D <input type="checkbox"/> REVISE AND RESUBMIT</p> <p>E <input type="checkbox"/> REJECTED</p> <p>By: _____ Date _____</p>
Comments	<p>1.</p> <p>This review is only for general conformance with the design concept and the information given in the Construction Documents. Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with the requirements of the plans and specifications. Review of a specific item shall not include review of an assembly of which the item is a component. The Contractor is responsible for: dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of the work with that of all other trades and performing all Work in a safe and satisfactory manner.</p>
CC	

REVIEW - NOT FOR CONSTRUCTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

- E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- F. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.

10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made by the Owner.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
- 1.10 SPECIAL TESTS AND INSPECTIONS
- A. Special Tests and Inspections: Engage and pay for a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Contractor, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of inspecting, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary services, support facilities, and security and protection facilities.
- B. Support facilities include, but are not limited to, the following:
 - 1. Temporary enclosures.
 - 2. Temporary Waste disposal facilities.
 - 3. Construction aids and miscellaneous services and facilities.
- C. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Security enclosure and lockup.
 - 3. Barricades, warning signs, and lights.
- D. Related Sections include the following:
 - 1. Section 011000 "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Section 013300 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Section 017300 "Execution" for progress cleaning requirements.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

- C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations. Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Temporary Signs: Provide signs as indicated on Drawing at end of Section. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible at all times.
 - 3. Prepare temporary signs to provide directional information to construction personnel and visitors.
 - 4. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood. Support on posts or framing of preservative-treated wood or steel.
 - 5. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
 - 6. Provide "No Trespassing," "Warning Construction Area," "No Tobacco Use," "Hard Hat Must Be Worn," or similar wording, and other warning signs as may be determined to be required for the safety of the Workers, the Public, and the Owner.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Section 017300 "Execution" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- B. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.

1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.

- C. **Submittal Time:** Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

