

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the fourth day of January in the year two thousand twenty-three

BETWEEN the Owner:

Iowa City Community School District
1725 North Dodge
Iowa City, Iowa 52245

and the Contractor:

Peak Construction Group, Inc.
660 Liberty Way, Unit C
North Liberty, Iowa 52317

for the following Project:

SEJH Classroom Addition
2501 Bradford Drive
Iowa City, Iowa 52240

The Architect:

Farnsworth Group, Inc.
14225 University Avenue, Suite 110
Waukee, Iowa 50263

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Paragraph deleted)

☒ The date of this Agreement.

(Paragraphs deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

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

(Paragraph deleted)

☒ By the following date: August 2, 2024

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

Portion of Work	Substantial Completion Date
Completion of New Additions	June 7, 2024

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be fourteen million seven hundred seventeen thousand nine hundred fifty dollars and no cents (\$ 14,717,950.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1 – Art Room Teaching Island Sinks	\$7,950.00
Alternate No. 2 – Music Instrument Storage	\$150,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Not Applicable

(Table deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

Not Applicable

(Table deleted)

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Over-excavation and fill beneath building slab	Per cubic yard	\$55.00
Over-excavation and fill beneath building footings	Per cubic yard	\$60.00
Over-excavation and fill beneath pavement on grade	Per cubic yard	\$55.00
Install one (1) Category 6 cable	Per lineal foot	\$500.00

§ 4.5 Liquidated damages, if any:

(Paragraph deleted)

The Contractor agrees to pay the Owner liquidated damages in the sum of \$250 per day for each calendar day if any, which elapses between the date stated in the Construction Agreement, as extended by any extensions of time under the provisions of the General Conditions of the Contract, and the date when the entire phase or project is Substantially Complete within the meaning of the General Conditions of the Contract.

§ 4.6 Other:

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph deleted)

5% of the value of the items identified in 5.1.6.1

§ 5.1.7.1.1 The following items are not subject to retainage:

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph deleted)

In accordance with the laws of the State of Iowa and as outlined in the Supplementary Conditions of the Contract.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Paragraph deleted)

Init.

In accordance with Article 9.8 of the General and Supplementary Conditions.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

Final payment shall be made in compliance with the laws of the State of Iowa.

§ 5.3 Interest

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

As specified by Iowa Code 573.14

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Not Applicable

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Jeff Barnes, Director of Facilities Management
Iowa City Community School District
Iowa City, Iowa 52246

§ 8.3 The Contractor's representative:

Steve Oyen, Vice President
Peak Construction Group, Inc.
660 Liberty Way, Unit C
North Liberty, Iowa 52317
(319) 383-3474

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Drawings

See Attachment A – List of Drawing Sheets – Dated October 21, 2022

.6 Specifications

See Attachment B – Table of Contents – Dated October 21, 2022

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	November 4, 2022	3 plus attachments
Addendum No. 2	November 21, 2022	13 plus attachments
Addendum No. 3	November 28, 2022	5 plus attachments

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

[
(Paragraphs deleted)

X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7300	Supplementary Conditions of the Contract	October 21, 2022	26

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

DocuSigned by:

Ruthina Malone

53E91008062D426...
OWNER (Signature)

Ruthina Malone, ICCSD Board President

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

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ATTACHMENT A**SECTION 00 0115****DRAWING LIST****GENERAL**

GO.1	GENERAL INFORMATION
LS1.1	LIFE SAFETY PLAN
LS1.2	LIFE SAFETY PLAN

CIVIL

CD-100	SITE DEMOLITION PLAN
C-120	OVERALL LAYOUT AND DIMENSION PLAN
C-121	SITE LAYOUT AND DIMENSION PLAN
C-122	SITE LAYOUT AND DIMENSION PLAN
C-140	OVERALL GRADING PLAN AND SWPPP
C-141	SOUTHERN AND EASTERN GRADING PLAN AND SWPPP
C-160	SITE UTILITY PLAN
C-500	GENERAL NOTES AND DETAILS
L-100	SITE LANDSCAPE PLAN

STRUCTURAL

S0.1	STRUCTURAL NOTES
S1.0	FOUNDATION PLAN - MUSIC ADDITION
S1.1	FOUNDATION PLAN - CLASSROOM ADDITION AND SPECIAL EDUCATION
S2.0	SECOND FLOOR FRAMING PLAN - CLASSROOM ADDITION
S2.1	ROOF FRAMING PLAN - MUSIC ADDITION
S2.2	ROOF FRAMING PLAN - CLASSROOM ADDITION AND SPECIAL EDUCATION
S5.1	STRUCTURAL DETAILS
S5.2	STRUCTURAL DETAILS
S5.3	STRUCTURAL DETAILS

ARCHITECTURAL

AD1.1	DEMOLITION FLOOR PLAN
AD9.0	DEMOLITION FIRST FLOOR REFLECTED CEILING PLAN - OVERALL
A1.1	OVERALL FIRST FLOOR PLAN
A1.1.1	CLASSROOM ADDITION AND SPECIAL EDUCATION - FIRST FLOOR PLAN
A1.1.2	MUSIC ADDITION - FIRST FLOOR PLAN
A1.1.3	RENOVATIONS - FLOOR PLANS
A1.2	OVERALL SECOND FLOOR PLAN
A1.2.1	CLASSROOM ADDITION - SECOND FLOOR PLAN
A2.0	OVERALL ROOF PLAN
A2.1	CLASSROOM ADDITION AND SPECIAL EDUCATION - ROOF PLAN
A2.2	MUSIC ADDITION - ROOF PLAN
A2.3	ROOF DETAILS

Iowa City Community School District
South East Junior High – Classroom Addition
Iowa City, Iowa

DRAWING LIST
00 0115 - 1

A3.0	OVERALL EXTERIOR ELEVATIONS
A3.1	SPECIAL EDUCATION AND MUSIC ADDITION - EXTERIOR ELEVATIONS
A3.2	CLASSROOM ADDITION - EXTERIOR ELEVATIONS
A3.3	CLASSROOM ADDITION - EXTERIOR ELEVATIONS
A4.1	BUILDING SECTIONS
A4.2	BUILDING SECTIONS
A5.1	WALL SECTIONS
A5.2	WALL SECTIONS
A5.3	WALL SECTIONS
A5.4	WALL SECTIONS
A5.5	SECTION DETAILS
A6.1	STAIR PLANS AND DETAILS
A6.2	STAIR PLANS AND DETAILS
A6.3	ELEVATOR PLAN AND DETAILS
A7.1	DOOR SCHEDULE
A7.2	PARTITION TYPES
A7.3	INTERIOR GLAZING ELEVATIONS
A7.4	ROOM FINISH SCHEDULE
A7.5	PLAN DETAILS
A7.6	TYPICAL MASONRY DETAILS
A8.1	INTERIOR ELEVATIONS
A8.2	INTERIOR ELEVATIONS
A8.3	INTERIOR ELEVATIONS & ENLARGED RESTROOM PLANS
A8.4	INTERIOR ELEVATIONS & ENLARGED PLAN (SECOND FLOOR RESTROOM)
A8.5	INTERIOR ELEVATIONS
A8.6	INTERIOR ELEVATIONS & ENLARGED PLANS (LOCKER ROOMS)
A8.7	MILLWORK SECTIONS
A9.0	FIRST FLOOR REFLECTED CEILING PLAN - OVERALL
A9.1.1	REFLECTED CEILING PLAN - CLASSROOM ADDITION & SPECIAL EDUCATION FIRST FLOOR
A9.1.2	REFLECTED CEILING PLAN - SECOND FLOOR AND CLERESTORY
A9.2.1	REFLECTED CEILING PLAN - MUSIC ADDITION FIRST FLOOR
A9.3	CEILING DETAILS

INTERIORS

I1.1	FLOOR FINISH PLAN - FIRST FLOOR
I1.2	FLOOR FINISH PLAN - SECOND FLOOR

FIRE PROTECTION

F1.0	FIRST FLOOR FIRE PROTECTION PLAN EAST
F1.1	FIRST FLOOR FIRE PROTECTION PLAN WEST
F1.3	SECOND FLOOR FIRE PROTECTION PLAN WEST

PLUMBING

PD0.1	UNDERFLOOR PLUMBING DEMOLITION PLAN - EAST
PD0.2	UNDERFLOOR PLUMBING DEMOLITION PLAN - WEST
PD1.0	FIRST FLOOR PLUMBING DEMOLITION PLAN EAST
PD1.1	FIRST FLOOR PLUMBING DEMOLITION PLAN WEST
P0.1	UNDERFLOOR PLUMBING PLAN EAST
P0.2	UNDERFLOOR PLUMBING PLAN WEST
P1.0	FIRST FLOOR PLUMBING PLAN EAST
P1.1	FIRST FLOOR PLUMBING PLAN WEST
P1.3	SECOND FLOOR PLUMBING WEST
P3.0	PLUMBING DETAILS
P5.0	PLUMBING SCHEDULES
P5.1	PLUMBING SCHEDULES

MECHANICAL

M0.0	MECHANICAL GENERAL NOTES & SYMBOLS
MD1.0	FIRST FLOOR MECHANICAL DEMOLITION PLAN EAST
MD1.1	FIRST FLOOR MECHANICAL DEMOLITION PLAN WEST
M0.1	MECHANICAL SITE PLAN
M1.0	FIRST FLOOR MECHANICAL PLAN EAST
M1.1	FIRST FLOOR MECHANICAL PLAN WEST
M1.3	SECOND FLOOR MECHANICAL WEST
M1.4	ROOF PLAN MECHANICAL EAST
M1.5	ROOF PLAN MECHANICAL WEST
M3.0	MECHANICAL DETAILS
M3.1	MECHANICAL DETAILS
M4.0	MECHANICAL CONTROLS
M5.0	MECHANICAL SCHEDULES
M5.1	MECHANICAL SCHEDULES
MH0.1	GEOTHERMAL TUNNEL PLAN
MH1.0	FIRST FLOOR MECHANICAL PIPING PLAN EAST
MH1.1	FIRST FLOOR MECHANICAL PIPING PLAN WEST
MH1.3	SECOND FLOOR MECHANICAL PIPING PLAN WEST

ELECTRICAL

E0.0	ELECTRICAL GENERAL NOTES & SYMBOLS
E0.1	ELECTRICAL SITE DEMOLITION PLAN AND OVERALL PLAN REFERENCE
E0.2	ELECTRICAL SITE PLAN AND OVERALL PLAN REFERENCE
ED1.1	ELECTRICAL DEMOLITION - CLASSROOM
ED1.2	ELECTRICAL DEMOLITION - EAST
E1.1	FIRST FLOOR PLAN - CLASSROOM ADDITION - POWER
E1.2	SECOND FLOOR PLAN - CLASSROOM ADDITION - POWER
E1.3	FIRST FLOOR PLAN - ART / SPEC ED / ADMIN - POWER

E1.4	FIRST FLOOR PLAN - BAND ADDITION - POWER
E1.5	ROOF ELECTRICAL PLAN - WEST
E1.6	ROOF ELECTRICAL PLAN - EAST
E2.1	FIRST FLOOR PLAN - CLASSROOM ADDITION - LIGHTING
E2.2	SECOND FLOOR PLAN - CLASSROOM ADDITION - LIGHTING
E2.3	FIRST FLOOR PLAN - SPEC ED / ADMIN - LIGHTING
E2.4	FIRST FLOOR PLAN - EAST ADDITION - LIGHTING
E3.1	ELECTRICAL ONE-LINE DIAGRAM
E4.1	ELECTRICAL DETAILS
E5.1	ELECTRICAL SCHEDULES
E5.2	ELECTRICAL SCHEDULES
E5.3	ELECTRICAL SCHEDULES

TELECOMMUNICATIONS

T0.1	TECHNOLOGY OVERALL PLAN
T0.2	TECHNOLOGY PATHWAYS
T0.0	TECHNOLOGY GENERAL NOTES & SYMBOLS
TD1.1	TECHNOLOGY DEMOLITION - ART AND SPEC ED
TD1.2	TECHNOLOGY DEMOLITION - CLASSROOMS
TD1.3	TECHNOLOGY DEMOLITION - IND TECH
T1.1	FIRST FLOOR PLAN - CLASSROOM ADDITION - COMMUNICATIONS
T1.2	SECOND FLOOR PLAN - CLASSROOM ADDITION - COMMUNICATIONS
T1.3	FIRST FLOOR PLAN - ART AND SPEC ED - COMMUNICATIONS
T1.4	FIRST FLOOR PLAN - BAND ADDITION - COMMUNICATIONS
T2.1	FIRST FLOOR PLAN - CLASSROOM ADDITION - LIFE SAFETY & SECURITY
T2.2	SECOND FLOOR PLAN - CLASSROOM ADDITION - LIFE SAFETY & SECURITY
T2.3	FIRST FLOOR PLAN - ART AND SPEC ED - LIFE SAFETY & SECURITY
T2.4	FIRST FLOOR PLAN - BAND ADDITION - LIFE SAFETY & SECURITY
T3.1	TECHNOLOGY DETAILS - GENERAL
T3.2	TECHNOLOGY DETAILS - DATA COMM
T3.3	TECHNOLOGY DETAILS - AUDIO/VIDEO
T4.1	TECHNOLOGY DETAILS - SECURITY

END OF SECTION

ATTACHMENT B

SECTION 00 0110

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS		<u>PAGES</u>
1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS		
A.	00 0105 CERTIFICATIONS PAGE	1
B.	00 0110 TABLE OF CONTENTS	4
C.	00 0115 LIST OF DRAWINGS	5
D.	00 1113 ADVERTISEMENT FOR BIDS	2
E.	00 1115 NOTICE OF PUBLIC HEARING	1
F.	00 2113 INSTRUCTIONS TO BIDDERS	4
G.	00 3100 AVAILABLE PROJECT INFORMATION	1
H.	00 3113 SCHEDULES AND LIQUIDATED DAMAGES	2
I.	00 4100 BID FORM	4
J.	00 5000 CONTRACTING FORMS AND SUPPLEMENTS	2
K.	00 7300 SUPPLEMENTARY CONDITIONS	26
SPECIFICATIONS		
2.01 DIVISION 01 -- GENERAL REQUIREMENTS		
A.	01 1000 SUMMARY	4
B.	01 2000 PRICE AND PAYMENT PROCEDURES	2
C.	01 2200 UNIT PRICES	2
D.	01 2300 ALTERNATES	1
E.	01 2500 SUBSTITUTION PROCEDURES	3
F.	01 3000 ADMINISTRATIVE REQUIREMENTS	6
G.	01 4000 QUALITY REQUIREMENTS	3
H.	01 4500 SPECIAL INSPECTIONS AND TESTS	12
I.	01 5000 TEMPORARY FACILITIES AND CONTROLS	3
J.	01 5100 TEMPORARY UTILITIES	2
K.	01 5713 TEMPORARY EROSION AND SEDIMENT CONTROL	6
L.	01 6000 PRODUCT REQUIREMENTS	3
M.	01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS	9
N.	01 7419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3
O.	01 7800 CLOSEOUT SUBMITTALS	3
P.	01 7900 DEMONSTRATION AND TRAINING	3
Q.	01 9113 GENERAL COMMISSIONING REQUIREMENTS	8
2.02 DIVISION 02 -- EXISTING CONDITIONS		
A.	02 4100 DEMOLITION	3
2.03 DIVISION 03 -- CONCRETE		
A.	03 3000 CAST-IN-PLACE CONCRETE	12
B.	03 4113 PRECAST CONCRETE HOLLOW CORE PLANKS	4
C.	03 5400 CAST UNDERLAYMENT	3
2.04 DIVISION 04 - MASONRY		
A.	04 2000 UNIT MASONRY	7
B.	04 2200 CONCRETE UNIT MASONRY	4
C.	04 7200 CAST STONE MASONRY	3
2.05 DIVISION 05 -- METALS		

Iowa City Community School District
 South East Junior High -- Classroom Addition
 Iowa City, Iowa

TABLE OF CONTENTS
 00 0110 - 1

A.	05 5000	METAL FABRICATIONS	4
B.	05 1200	STRUCTURAL STEEL FRAMING	6
C.	05 2100	STEEL JOIST FRAMING	4
D.	05 3100	STEEL DECKING	4
E.	05 5100	METAL STAIRS	3

2.06 DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

A.	06 1000	ROUGH CARPENTRY	4
B.	06 4100	ARCHITECTURAL WOOD CASEWORK	3

2.07 DIVISION 07 – THERMAL AND MOISTURE PROTECTION

A.	07 2100	THERMAL INSULATION	4
B.	07 2119	FOAMED IN PLACE INSULATION	2
C.	07 2500	WEATHER BARRIERS	4
D.	07 4213	METAL WALL PANELS	4
E.	07 5300	PATCHING EXISTING ROOFS	6
F.	07 5400	THERMOPLASTIC MEMBRANE ROOFING	7
G.	07 6200	SHEET METAL FLASHING AND TRIM	3
H.	07 7200	ROOF ACCESSORIES	2
I.	07 8400	FIRESTOPPING	2
J.	07 9200	JOINT SEALANTS	3

2.08 DIVISION 08 – OPENINGS

A.	08 1113	HOLLOW METAL DOORS AND FRAMES	4
B.	08 1416	FLUSH WOOD DOORS	3
C.	08 3100	ACCESS DOORS AND PANELS	2
D.	08 3473	SOUND CONTROL DOOR ASSEMBLIES	4
E.	08 3613	SECTIONAL DOORS	4
F.	08 4229	AUTOMATIC ENTRANCES	2
G.	08 4313	ALUMINUM FRAMED STOREFRONTS	5
H.	08 4413	GLAZED ALUMINUM CURTAIN WALLS	5
I.	08 5113	ALUMINUM WINDOWS	4
J.	08 6223	TUBULAR SKYLIGHTS	3
K.	08 7101	DOOR HARDWARE	42
L.	08 8000	GLAZING	6
M.	08 8300	MIRRORS	2

2.09 DIVISION 09 – FINISHES

A.	09 2116	GYPSUM BOARD ASSEMBLIES	5
B.	09 2216	NON-LOAD BEARING METAL FRAMING	2
C.	09 3000	TILING	5
D.	09 5100	ACOUSTICAL CEILINGS	3
E.	09 6500	RESILIENT FLOORING	4
F.	09 6566	RESILIENT ATHLETIC FLOORING	3
G.	09 6813	TILE CARPETING	3
H.	09 8400	ACOUSTICAL PANELS	3
I.	09 9113	EXTERIOR PAINTING	4
J.	09 9123	INTERIOR PAINTING	6

2.10 DIVISION 10 – SPECIALTIES

A.	10 1100	VISUAL DISPLAY UNITS	2
B.	10 1400	SIGNAGE	2

C.	10 2113.19	PLASTIC TOILET COMPARTMENTS	2
D.	10 2123	CUBICLE CURTAINS AND TRACK	2
E.	10 2601	WALL AND CORNER GUARDS	1
F.	10 2800	TOILET, BATH, AND LAUNDRY ACCESSORIES	3
G.	10 4400	FIRE PROTECTION SPECIALTIES	2
H.	10 5113	METAL LOCKERS	3
2.11 DIVISION 12 - FURNISHINGS			
A.	12 2400	WINDOW SHADES	4
B.	12 3553.19	WOOD LABORATORY CASEWORK	5
C.	12 3600	COUNTERTOPS	3
2.12 DIVISION 14 – CONVEYING EQUIPMENT			
A.	14 2010	PASSENGER ELEVATORS	4
2.13 DIVISION 21 – FIRE SUPPRESSION			
A.	21 0517	SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING	2
B.	21 0518	ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING	1
C.	21 0553	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	2
D.	21 1313	WET-PIPE SPRINKLER SYSTEMS	10
2.14 DIVISION 22 – PLUMBING			
A.	22 0517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	3
B.	22 0518	ESCUTCHEONS FOR PLUMBING PIPING	1
C.	22 0523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	6
D.	22 0529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	7
E.	22 0553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	3
F.	22 0719	PLUMBING PIPING INSULATION	10
G.	22 1116	DOMESTIC WATER PIPING	7
H.	22 1119	DOMESTIC WATER PIPING SPECIALTIES	5
I.	22 1123	INLINE, DOMESTIC WATER PUMPS	3
J.	22 1316	SANITARY WASTE AND VENT PIPING	9
K.	22 1319	SANITARY WASTE PIPING SPECIALTIES	4
L.	22 1413	FACILITY STORM DRAINAGE PIPING	7
M.	22 1423	STORM DRAINAGE PIPING SPECIALTIES	2
N.	22 3300	ELECTRIC WATER HEATERS	4
O.	22 4000	PLUMBING FIXTURES	5
2.15 DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)			
A.	23 0513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	2
B.	23 0517	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	2
C.	23 0518	ESCUTCHEONS FOR HVAC PIPING	2
D.	23 0519	METERS AND GAGES FOR HVAC PIPING	4
E.	23 0523	GENERAL DUTY VALVES FOR HVAC PIPING	6
F.	23 0529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	7
G.	23 0553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	3
H.	23 0593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	15
I.	23 0713	DUCT INSULATION	8
J.	23 0719	HVAC PIPING INSULATION	8
K.	23 0800	COMMISSIONING OF HVAC	5
L.	23 0900	INSTRUMENTATION AND CONTROL FOR HVAC	3
M.	23 2112	GROUND-LOOP HEAT-PUMP PIPING	6
N.	23 2113	HYDRONIC PIPING	7
O.	23 2116	HYDRONIC PIPING SPECIALTIES	6

P.	23 2300	REFRIGERANT PIPING	5
Q.	23 2513	WATER TREATMENT FOR CLOSED-LOOP HYDRONIC SYSTEMS	2
R.	23 3113	METAL DUCTS	8
S.	23 3116	NONMETAL DUCTS	3
T.	23 3300	AIR-DUCT ACCESSORIES	4
U.	23 3346	FLEXIBLE DUCTS	2
V.	23 3423	HVAC POWER VENTILATORS	4
W.	23 3713	REGISTERS AND GRILLES	2
X.	23 7200	ROOFTOP AIR-TO-AIR ENERGY RECOVERY VENTILATION UNITS	10
Y.	23 7413	PACKAGED OUTDOOR CENTRAL STATION AIR HANDLING UNITS	7
Z.	23 8128	VARIABLE REFRIGERANT FLOW (VRF) SYSTEM	5
AA.	23 8239	CABINET UNIT HEATERS	3

2.16 DIVISION 26 – ELECTRICAL

A.	26 0500	COMMON WORK RESULTS FOR ELECTRICAL	11
B.	26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	4
C.	26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	2
D.	26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	3
E.	26 0533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	5
F.	26 0544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	3
G.	26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	4
H.	26 0573.13	SHORT-CIRCUIT STUDIES	5
I.	26 0573.16	COORDINATION STUDIES	7
J.	26 0573.19	ARC-FLASH HAZARD ANALYSIS	6
K.	26 0923	LIGHTING CONTROL DEVICES	5
L.	26 2413	SWITCHBOARDS	6
M.	26 2416	PANELBOARDS	4
N.	26 2726	WIRING DEVICES	5
O.	26 2816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	3
P.	26 5119	INTERIOR LIGHTING	4

2.17 DIVISION 27 – COMMUNICATIONS

A.	27 0000	GENERAL REQUIREMENTS FOR COMMUNICATIONS SYSTEMS	8
B.	27 0505	SELECTIVE DEMOLITION OF COMMUNICATIONS SYSTEMS	4
C.	27 0526	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	6
D.	27 0528	PATHWAYS FOR COMMUNICATIONS SYSTEMS	8
E.	27 0536	CABLE TRAYS FOR COMMUNICATION SYSTEMS	5
F.	27 0544	SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS PATHWAYS AND CABLING	4
G.	27 0553	IDENTIFICATION FOR COMMUNICATION SYSTEMS	4
H.	27 1000	STRUCTURED CABLING	9
I.	27 4100	AUDIO-VISUAL SYSTEMS	5
J.	27 5117	IP PUBLIC ADDRESS AND INTERCOM SYSTEM	6
K.	27 5129	RESCUE ASSISTANCE SIGNAL SYSTEMS	4
L.	27 5313	CLOCK SYSTEMS	2

2.18 DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

A.	28 0000	GENERAL REQUIREMENTS FOR ELECTRONIC SAFETY & SECURITY SYSTEMS	7
B.	28 0505	SELECTIVE DEMOLITION OF ELECTRONIC SAFETY AND SECURITY SYSTEMS	4
C.	28 0528	PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY	8
D.	28 0533	CONDUIT AND BACKBOXES FOR SAFETY AND SECURITY SYSTEMS	8
E.	28 0544	SLEEVES & SEALS FOR ELECTRONIC SAFETY & SECURITY PATHWAYS & CABLING	4
F.	28 1316	SECURITY MANAGEMENT SYSTEM	15
G.	28 1500	SECURITY MANAGEMENT SYSTEM HARDWARE DEVICES	6

H.	28 2000	VIDEO MANAGEMENT SYSTEM	6
I.	28 3100	INTRUSION DETECTION	5
J.	28 4600	FIRE DETECTION AND ALARM SYSTEM	10

2.19 DIVISION 31 – EARTHWORK

A.	31 0513	SOILS FOR EARTHWORK	2
B.	31 0516	AGGREGATES FOR EARTHWORK	2
C.	31 1200	SITE PREPARATION	2
D.	31 2000	EARTH MOVING FOR BUILDING	6
E.	31 2200	GRADING	4
F.	31 2213	ROUGH GRADING	4
G.	31 2316	EXCAVATION	2
H.	31 2316.01	EXCAVATION – STRUCTURAL	2
I.	31 2316.13	TRENCHING	4
J.	31 2323	FILL	6
K.	31 6329	DRILLED CONCRETE PIERS AND SHAFTS	8

2.20 DIVISION 32 – EXTERIOR IMPROVEMENTS

A.	32 1123	AGGREGATE BASE COURSES	4
B.	32 1313	CONCRETE PAVING	6
C.	32 1723.13	PAINTED PAVEMENT MARKINGS	4
D.	32 9219	SEEDING	4
E.	32 9223	SODDING	4
F.	32 9300	PLANTS	6

2.21 DIVISION 33 – UTILITIES

A.	33 0513	MANHOLES AND STRUCTURES	2
B.	33 1116	SITE WATER UTILITY DISTRIBUTION PIPING	4
C.	33 1300	DISINFECTING OF WATER UTILITY DISTRIBUTION	2
D.	33 3113	SITE SANITARY UTILITY SEWERAGE PIPING	8
E.	33 4111	SITE STORM UTILITY DRAINAGE PIPING	4
F.	33 4600	SUBDRAINAGE	2

END OF TABLE OF CONTENTS