



AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the Eleventh day of April in the year Two Thousand Eighteen
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Iowa City Community School District
1725 North Dodge Street
Iowa City, IA 52245
Telephone Number: 319/688-1000
Fax Number: 319/688-1009

and the Contractor:
(*Name, legal status, address and other information*)

Bi-State Contracting, Inc.
110 Washington Road
West Burlington, IA 52655
Telephone Number: 319/752-6074
Fax Number: 319/752-2041

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

Grant Elementary School
North Liberty, Iowa
Iowa City Community School District

The Architect:
(*Name, legal status, address and other information*)

Frevert-Ramsey-Kobes
Architects-Engineers, P.C.
2600 Westown Parkway, Suite 340
West Des Moines, IA 50266
Telephone Number: 515/223-5100
Fax Number: 515/223-7226

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.

AIA Document A201[™]-2007, 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.

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
- 10 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Int.

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Complete Work by July 1, 2019

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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 Eight Hundred Three Thousand Five Hundred Dollars and Zero Cents (\$ 14,803,500.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid	\$14,553,625.00
Alternative No. 1 - Change of Floor Finish	+ \$ 170,368.00
Alternative No. 2 - Sound Walls	+ \$ 22,300.00
Alternative No. 3 - Sunshades	+ \$ 16,584.00
Alternative No. 4 - Grading at Soil Disposal Site	+ \$ 40,623.00
TOTAL	\$14,803,500.00

§ 4.3 Unit prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$0.00)
Overexcavation - Footings (Cubic Yard)	CUBIC YARD	+ \$50 CY/- \$50 CY
Overexcavation - Pavement (Cubic Yard)	CUBIC YARD	+ \$17.50 CY/- \$17.50 CY

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

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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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, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day of

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the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

5.1.3.1 Contractor shall provide four (4) copies of Application for Payment to the Architect. Each copy shall have original signatures and be signed and sealed by a Notary Public. The use of A.I.A. Documents G702 and G703 is required by the Architect.

§ 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, unless objected to by the Architect, 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add 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), less retainage of five percent (5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 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 Section 12.2.2 of AIA Document A201-2007, 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:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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 A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.

(Insert rate of interest agreed upon, if any.)

per annum

§ 8.3 The Owner's representative:
(Name, address and other information)

Duane Van Hemert, Director of Facilities
Iowa City Community School District
1137 South Riverside Drive
Iowa City, IA 52246

§ 8.4 The Contractor's representative:
(Name, address and other information)

Michael A. Jackson, President
Bi-State Contracting, Inc.
110 Washington Road
West Burlington, IA 52655

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual	Grant Elementary School Iowa City Community School District North Liberty, Iowa	February 2018	

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See attached "Table of Contents" from the Project Manual listed in 9.1.3.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

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

See attached "List of Drawings" from the Project Manual listed in 9.1.3.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	3/21/2018	125
Addendum No. 2	3/23/2018	60
Addendum No. 3	3/28/2018	13
Addendum No. 4	3/28/2018	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount
See Section 00 73 00 - Supplementary Conditions - Article 11 - Insurance and Bonds of the Project Manual	See Section 00 73 00 - Supplementary Conditions - Article 11 - Insurance and Bonds of the Project Manual

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

**IOWA CITY COMMUNITY SCHOOL
DISTRICT**
Iowa City, Iowa

OWNER (Signature)

Janet Dodson, Board President
 (Printed name and title)

BI-STATE CONTRACTING, INC.
West Burlington, Iowa

CONTRACTOR (Signature)

Michael A. Jackson
 Michael A. Jackson, President
 (Printed name and title)

DOCUMENT 00 01 10

TABLE OF CONTENTS

This Manual follows the Uniform System. Numerical-Alphabetical Designations are used herein. Sections not used are not shown.

Volume 1 of 3

Cover Page 1

**PROCUREMENT AND CONTRACTION REQUIREMENTS GROUPS
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
INTRODUCTORY INFORMATION**

Prepared By	Document Number	Document Title	Pages
FRK-A	00 01 01	Project Title Page	1
FRK-A	00 01 05	Certifications Page	2
FRK-A	00 01 10	Table of Contents	11
FRK-A	00 01 15	List of Drawing Sheets	6

PROCUREMENT REQUIREMENTS

Prepared By	Document Number	Document Title	Pages
FRK-A	00 11 13	Notice to Bidders	2
FRK-A	00 11 14	Notice of Public Hearing	1
FRK-A	00 21 13	Instructions to Bidders	10
FRK-A	00 31 00	Available Project Information	2
		Geotechnical Exploration	61
FRK-A	00 41 00	Bid Forms	11

CONTRACTING REQUIREMENTS

FRK-A	00 52 00	Agreement Forms	1
FRK-A	00 60 00	Project Forms	1
FRK-A	00 72 00	General Conditions	1
FRK-A	00 73 00	Supplementary Conditions	48

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 - GENERAL REQUIREMENTS

Prepared By	Section Number	Section Title	Pages
FRK-A	01 11 00	Summary of Work	3
FRK-A	01 20 00	Price and Payment Procedures	6
FRK-A	01 30 00	Administrative Requirements	6
FRK-A	01 33 00	Submittal Procedures	8
FRK-A	01 40 00	Quality Requirements	7
FRK-A	01 50 00	Temporary Facilities and Controls	13
MMS	01 57 13	Temporary Erosion and Sediment Control	6
FRK-A	01 60 00	Product Requirements	4
FRK-A	01 70 00	Execution and Closeout Requirements	12

FACILITY CONSTRUCTION SUBGROUP

DIVISION 02 - EXISTING CONDITIONS (Not Applicable This Project)

DIVISION 03 - CONCRETE

Prepared By	Section Number	Section Title	Pages
FRK-S	03 10 00	Concrete Forming and Accessories	12
FRK-S	03 20 00	Concrete Reinforcing	5
FRK-S	03 30 00	Cast-In-Place Concrete	17
FRK-S	03 35 00	Concrete Finishing	7
FRK-S	03 39 00	Concrete Curing	4
FRK-S	03 41 13	Precast Concrete Hollow Core Planks	11
FRK-S	03 41 14	Precast Concrete Wall Panels	11

DIVISION 04 - MASONRY

Prepared By	Section Number	Section Title	Pages
FRK-S	04 05 03	Masonry Mortaring and Grouting	6
FRK-S	04 20 00	Unit Masonry	20

DIVISION 05 - METALS

Prepared By	Section Number	Section Title	Pages
FRK-S	05 12 00	Structural Steel Framing	9
FRK-S	05 21 00	Steel Joist Framing	6
FRK-S	05 31 13	Steel Floor Decking	5
FRK-S	05 31 23	Steel Roof Decking	5
FRK-S	05 40 00	Cold-Formed Metal Framing	6
FRK-S	05 50 00	Metal Fabrications	8
FRK-S	05 51 00	Metal Stairs	8
FRK-A	05 52 00	Metal Railings	6
FRK-A	05 73 13	Glazed Decorative Metal Railings	5

DIVISION 06 - WOOD, PLASTIC, AND COMPOSITES

Prepared By	Section Number	Section Title	Pages
FRK-A	06 10 53	Miscellaneous Rough Carpentry	5
FRK-A	06 16 43	Gypsum Sheathing	4
FRK-A	06 20 00	Finish Carpentry	5
FRK-A	06 61 16	Solid Surfacing Fabrications	7
FRK-A	06 82 00	Composite Fabrications	6

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Prepared By	Section Number	Section Title	Pages
FRK-A	07 13 00	Sheet Waterproofing	7
FRK-A	07 14 00	Fluid-Applied Waterproofing	6
FRK-A	07 18 00	Traffic Coatings	7
FRK-A	07 21 13	Board Insulation	8
FRK-A	07 21 19	Foamed-In-Place Insulation	6
FRK-A	07 26 00	Vapor Retarders	4
FRK-A	07 27 26	Fluid-Applied Membrane Air Barriers	10
FRK-A	07 42 13	Metal Wall Panels	8
FRK-A	07 42 43	Composite Wall Panels	7
FRK-A	07 48 00	Rainscreen Attachment System	11
FRK-A	07 54 00	Sheet Membrane Roofing - Fully Adhered	15
FRK-A	07 62 00	Sheet Metal Flashing and Trim	5
FRK-A	07 71 00	Roof Specialties	4
FRK-A	07 72 33	Roof Hatches	4
FRK-A	07 84 00	Firestopping	7
FRK-A	07 92 00	Joint Sealants	7
FRK-A	07 95 13	Expansion Joint Cover Assemblies	3

Volume 2 of 3

Cover Page	1
------------	---

DIVISION 08 - OPENINGS

Prepared By	Section Number	Section Title	Pages
FRK-A	08 11 13.13	Standard Hollow Metal Doors and Frames	8
FRK-A	08 11 13.16	Tornado Resistant Hollow Metal Doors and Frames	10
FRK-A	08 14 16	Flush Wood Doors	7
FRK-A	08 33 00	Tornado Resistant Coiling Doors	7
FRK-A	08 35 13.26	Accordion Folding Fire Doors	9
FRK-A	08 41 13	Aluminum-Framed Entrances and Storefronts	14
FRK-A	08 43 33.13	Tornado Resistant Aluminum-Framed Storefronts	6
FRK-A	08 44 13	Glazed Aluminum Curtain Walls	16
FRK-A	08 51 13	Aluminum Windows	12
	08 71 00	Door Hardware	42
FRK-A	08 80 00	Glazing	12

DIVISION 09 - FINISHES

Prepared By	Section Number	Section Title	Pages
FRK-A	09 21 16	Gypsum Board Assemblies	10
FRK-A	09 30 00	Tiling	7
FRK-A	09 51 00	Acoustical Ceiling Clouds	6
FRK-A	09 51 13	Acoustical Panel Ceilings	9
FRK-A	09 54 23	Linear Metal Ceilings	6
FRK-A	09 64 66	Wood Athletic Flooring	11
FRK-A	09 65 00	Resilient Flooring	9
FRK-A	09 66 23	Resinous Matrix Terrazzo Flooring	12
FRK-A	09 67 23.16	Resinous Flooring - Quartz	7
FRK-A	09 68 13	Tile Carpeting	8
FRK-A	09 84 33	Sound-Absorbing Wall Units	7
FRK-A	09 90 00	Painting and Coating	20
FRK-A	09 96 00	High-Performance Coatings	8

DIVISION 10 - SPECIALTIES

Prepared By	Section Number	Section Title	Pages
FRK-A	10 11 00	Visual Display Surfaces	6
FRK-A	10 14 00	Signage	3
FRK-A	10 21 13.19	Plastic Toilet Compartments	6
FRK-A	10 22 13	Wire Mesh Partitions	5
FRK-A	10 22 23.23	Moveable Panel Systems	6
FRK-A	10 26 00	Wall and Door Protection	4
FRK-A	10 28 00	Toilet, Bath, and Laundry Accessories	12
FRK-A	10 44 00	Fire Protection Specialties	5
FRK-A	10 51 13	Metal Lockers	6
FRK-A	10 75 00	Flagpoles	5

DIVISION 11 - EQUIPMENT

Prepared By	Section Number	Section Title	Pages
FRK-A	11 13 13	Loading Dock Bumpers	2
FRK-A	11 66 23	Gymnasium Equipment	3
FRK-A	11 66 23.13	Basketball Equipment	11

DIVISION 12 - FURNISHINGS

Prepared By	Section Number	Section Title	Pages
FRK-A	12 24 13	Roller Window Shades	7
FRK-A	12 32 16	Manufactured Plastic-Laminate-Clad Casework	11
FRK-A	12 66 13.13	Telescoping Bleachers - Electrically Operated	8

DIVISION 13 - SPECIAL CONSTRUCTION (Not Applicable This Project)

DIVISION 14 - CONVEYING EQUIPMENT

Prepared By	Section Number	Section Title	Pages
FRK-A	14 24 23	Hydraulic Passenger Elevators	16

Volume 3 of 3

Cover Page	1
------------	---

**FACILITY SERVICES SUBGROUP
DIVISION 20 - NOT USED**

DIVISION 21 - FIRE SUPPRESSION

Prepared By	Section Number	Section Title	Pages
DE	21 00 10	Fire Suppression General Provisions	10
DE	21 05 00	Common Work Results for Fire Suppression	2
DE	21 05 53	Identification for Fire Suppression Piping and Equipment	4
DE	21 10 00	Water-Based Fire Suppression Systems	8

DIVISION 22 - PLUMBING

Prepared By	Section Number	Section Title	Pages
DE	22 00 10	Plumbing General Provisions	12
DE	22 05 00	Common Work Results for Plumbing	4
DE	22 05 13	Common Motor Requirements for Plumbing Equipment	2
DE	22 05 19	Meters and Gages for Plumbing Piping	2
DE	22 05 23	General Duty Valves for Plumbing Piping	4
DE	22 05 29	Hangers and Supports for Plumbing Piping and Equipment	4
DE	22 05 53	Identification for Plumbing Piping and Equipment	6
DE	22 07 00	Plumbing Insulation	4
DE	22 11 16	Domestic Water Piping	8
DE	22 11 23	Domestic Water Pumps	6
DE	22 13 16	Sanitary Waste and Vent Piping	6
DE	22 14 13	Facility Storm Drainage Piping	6
DE	22 14 29	Sump Pumps and Piping	4
DE	22 31 00	Domestic Water Softeners	4
DE	22 33 00	Electric Domestic Water Heaters	4
DE	22 40 00	Plumbing Fixtures	6
DE	22 45 00	Emergency Plumbing Fixtures	2
DE	22 47 00	Drinking Fountains and Water Coolers	2

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

Prepared By	Section Number	Section Title	Pages
DE	23 00 10	HVAC General Provisions	12
DE	23 05 00	Common Work Results for HVAC	4
DE	23 05 13	Common Work Requirements for HVAC Equipment	4
DE	23 05 19	Meters and Gauges for HVAC Piping	2
DE	23 05 23	General Duty Valves for HVAC Piping	4
DE	23 05 29	Hangers and Supports for HVAC Piping and Equipment	4
DE	23 05 48	Vibration Controls for HVAC Piping and Equipment	6
DE	23 05 53	Identification for HVAC Piping and Equipment	6
DE	23 05 93	Testing, Adjusting, and Balancing for HVAC (For Information Only)	8
DE	23 07 00	HVAC Insulation	8
DE	23 08 00	HVAC Commissioning (For Information Only)	4
DE	23 09 00	Building Automation System (BAS)	26
DE	23 21 13	Hydronic Pipping	14
DE	23 21 13.33	Ground Heat Exchanger - Horizontal	10
DE	23 21 23	Hydronic Pumps	6
DE	23 31 13	Metal Ducts	12
DE	23 33 00	Air Duct Accessories	6
DE	23 34 16	Centrifugal HVAC Fans	4
DE	23 36 00	Air Terminal Units	4
DE	23 37 13	Diffusers, Registers and Grilles	2
DE	23 38 13	Commercial Kitchen Exhaust Equipment	4
DE	23 72 00	Air To Air Energy Recovery Equipment	4
DE	23 81 46	Water Source Unitary Heat Pumps	6

DIVISION 24 - NOT USED

DIVISION 25 - INTEGRATED AUTOMATION (Not Applicable This Project)

DIVISION 26 - ELECTRICAL

Prepared By	Section Number	Section Title	Pages
DE	26 00 10	Electrical General Provisions	12
DE	26 05 19	Low-Voltage Electrical Power Conductors and Cables	4
DE	26 05 26	Grounding and Bonding for Electrical Systems	6
DE	26 05 29	Hangers and Supports for Electrical Systems	4
DE	26 05 33	Raceway and Boxes for Electrical Systems	8
DE	26 05 53	Identification for Electrical Systems	4
DE	26 05 73	Short-Circuit Coordination Study/Arc Flash Hazard Analysis	8
DE	26 24 13	Switchboards	4
DE	26 24 16	Panelboards	4
DE	26 27 26	Wiring Devices	4
DE	26 28 15	Motor and Service Disconnects	2
DE	26 29 13	Enclosed Controllers	4
DE	26 29 23	Variable-Frequency Motor Controllers	6
DE	26 33 23	Central Battery Equipment	4
DE	26 41 19	Lighting Protection System	4
DE	26 43 13	Surge Protection Devices for Low-Voltage Electrical Power Circuits	4
DE	26 50 00	Lighting	6
DE	26 82 39	Electric Heaters	2

DIVISION 27 - COMMUNICATIONS

Prepared By	Section Number	Section Title	Pages
DE	27 00 10	Telecommunications General Provisions	14
DE	27 10 00	Telecommunications Grounding and Bonding	4
DE	27 11 00	Telecommunications Cabling and Equipment	8
DE	27 12 00	Telecommunications Testing and Documentation	6
DE	27 40 00	Audiovisual System	4
DE	27 50 00	Intercom System	4
DE	27 51 00	Two Way Communication System	2
DE	27 60 00	School Clock System	4

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

Prepared By	Section Number	Section Title	Pages
DE	28 00 10	Electronic Safety and Security General Provisions	10
DE	28 31 00	Fire Alarm and Detection System (Addressable)	20
DE	28 50 00	Access Control Cabling and Equipment	4
DE	28 60 00	Cameras, Video Surveillance	2
DE	28 65 00	Programming, Safety and Security Systems	4
DE	28 71 00	Intrusion Detection Equipment and Cabling	4
DE	28 75 00	Intrusion Detection Programming	2

SITE AND INFRASTRUCTURE SUBGROUP DIVISION 30 - NOT USED

DIVISION 31 - EARTHWORK

Prepared By	Section Number	Section Title	Pages
MMS	31 10 00	Site Clearing	3
MMS	31 22 00	Grading	4
MMS	31 23 16	Excavation	3
MMS	31 23 23	Fill	5
FRK-A	31 31 16	Termite Control	4

DIVISION 32 - EXTERIOR IMPROVEMENTS

Prepared By	Section Number	Section Title	Pages
MMS	32 11 23	Aggregate Base Courses	3
MMS	32 12 16	Asphalt Paving	2
MMS	32 13 13	Concrete Paving	4
MMS	32 17 23.13	Painted Pavement Markings	3
FRK-A	32 23 23.43	Geofoam	5
MMS	32 31 13	Chain Link Fences and Gates	3
MMS	32 92 19	Seeding	3
MMS	32 92 23	Sodding	3
MMS	32 93 00	Plants	5

DIVISION 33 - UTILITIES

Prepared By	Section Number	Section Title	Pages
MMS	33 05 13	Manholes and Structures	2
MMS	33 11 16	Site Water Utility Distribution Piping	5
MMS	33 13 00	Disinfecting of Water Utility Distribution	2
MMS	33 31 11	Site Sanitary Utility Sewerage Piping	8
MMS	33 41 11	Site Storm Utility Drainage Piping	3
MMS	33 46 00	Subdrainage	2

DIVISION 34 - TRANSPORTATION (Not Applicable This Project)

DIVISIONS 35 TO 39 - NOT USED

PROCESS EQUIPMENT SUBGROUP

DIVISION 40 - PROCESS INTEGRATION (Not Applicable This Project)

DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT (Not Applicable This Project)

DIVISIONS 42 TO 43 - NOT USED

DIVISION 44 - POLLUTION CONTROL EQUIPMENT (Not Applicable This Project)

DIVISION 45 - NOT USED

DIVISION 46 - WATER AND WASTEWATER EQUIPMENT

Prepared By	Section Number	Section Title	Pages
MMS	46 25 23	Grease Waste Interceptors	3

DIVISIONS 47 TO 49 - NOT USED

END OF TABLE OF CONTENTS

FRK-A and FRK-S - frk architects + engineers
DE - Design Engineers
MMS - MMS Consultants, Inc.

LIST OF DRAWING SHEETS

GENERAL

Prepared By	Drawing Number	Drawing Title
FRK-A	G-001	TITLE DRAWING
FRK-A	G-101	CODE ANALYSIS PLANS

CIVIL

Prepared By	Drawing Number	Drawing Title
MMS	CD-100	SITE DEMOLITION
MMS	C-120	OVERALL SITE LAYOUT
MMS	C-121	SITE LAYOUT DETAIL PLAN
MMS	C-122	SITE LAYOUT DETAIL PLAN
MMS	C-140	OVERALL SITE GRADING AND EROSION CONTROL PLAN
MMS	C-141	SITE GRADING DETAIL PLAN
MMS	C-142	SITE GRADING DETAIL PLAN
MMS	C-160	OVERALL SITE UTILITY PLAN
MMS	C-161	SITE UTILITY DETAIL PLAN
MMS	C-162	SITE UTILITY DETAIL PLAN
MMS	C-420	NORTH BEND DRIVE EXTENSION - GRADING AND EROSION CONTROL PLAN
MMS	C-440	NORTH BEND DRIVE EXTENSION - WATERMAIN PLAN AND SANITARY SEWER PLAN AND PROFILE
MMS	C-441	NORTH BEND DRIVE EXTENSION - STORM SEWER PLAN AND PROFILE
MMS	C-460	NORTH BEND DRIVE EXTENSION - PAVING PLAN AND PROFILE
MMS	C-500	GENERAL NOTES AND DETAILS
MMS	C-501	UTILITY NOTES AND DETAILS
MMS	L-100	LANDSCAPE PLAN

ARCHITECTURAL

Prepared By	Drawing Number	Drawing Title
FRK-A	A-101	MAIN LEVEL FLOOR PLAN - UNIT A & MEZZANINES
FRK-A	A-102	MAIN LEVEL FLOOR PLAN - UNIT B
FRK-A	A-103	MAIN LEVEL FLOOR PLAN - UNIT C
FRK-A	A-104	LOWER LEVEL FLOOR PLAN - UNIT C
FRK-A	A-105	MAIN LEVEL REFLECTED CEILING PLAN - UNIT A & MEZZANINES
FRK-A	A-106	MAIN LEVEL REFLECTED CEILING PLAN - UNIT B
FRK-A	A-107	MAIN LEVEL REFLECTED CEILING PLAN - UNIT C
FRK-A	A-108	LOWER LEVEL REFLECTED CEILING PLAN - UNIT C
FRK-A	A-109	FLOOR PATTERN PLANS
FRK-A	A-110	ROOF PLAN AND DETAILS
FRK-A	A-201	EXTERIOR ELEVATIONS
FRK-A	A-202	EXTERIOR ELEVATIONS
FRK-A	A-203	INTERIOR ELEVATIONS
FRK-A	A-204	INTERIOR ELEVATIONS
FRK-A	A-301	BUILDING SECTIONS
FRK-A	A-302	BUILDING SECTIONS
FRK-A	A-303	WALL SECTIONS
FRK-A	A-304	WALL SECTIONS
FRK-A	A-305	WALL SECTIONS
FRK-A	A-306	WALL SECTIONS
FRK-A	A-307	WALL SECTIONS
FRK-A	A-308	WALL SECTIONS
FRK-A	A-309	WALL SECTIONS
FRK-A	A-310	WALL SECTIONS
FRK-A	A-311	WALL SECTIONS
FRK-A	A-312	WALL SECTIONS
FRK-A	A-313	WALL SECTIONS
FRK-A	A-314	WALL SECTIONS
FRK-A	A-501	MISCELLANEOUS DETAILS
FRK-A	A-502	MISCELLANEOUS DETAILS
FRK-A	A-601	DOOR AND FRAME SCHEDULE AND DETAILS
FRK-A	A-602	WINDOW, STOREFRONT AND CURTAIN WALL ELEVATIONS AND DETAILS

STRUCTURAL

Prepared By	Drawing Number	Drawing Title
FRK-S	S-001	STRUCTURAL GENERAL NOTES
FRK-S	S-101	LOWER LEVEL FOUNDATION PLAN - UNIT 'C'
FRK-S	S-102	FOUNDATION PLAN - UNIT 'A'
FRK-S	S-103	FOUNDATION PLAN - UNIT 'B'
FRK-S	S-104	SECOND FLOOR FRAMING - UNIT 'C'
FRK-S	S-105	ROOF FRAMING PLAN - UNIT 'A'
FRK-S	S-106	ROOF FRAMING PLAN - UNIT 'B'
FRK-S	S-107	ROOF FRAMING PLAN - UNIT 'C'
FRK-S	S-501	STRUCTURAL DETAILS
FRK-S	S-502	STRUCTURAL DETAILS
FRK-S	S-503	STRUCTURAL DETAILS
FRK-S	S-504	STORM SHELTER DETAILS

MECHANICAL/ELECTRICAL

Prepared By	Drawing Number	Drawing Title
DE	ME-500	MECHANICAL/ELECTRICAL SECTIONS, DETAILS AND NOTES

FIRE SUPPRESSION

Prepared By	Drawing Number	Drawing Title
DE	FX-101	MAIN LEVEL FIRE SUPPRESSION PLAN - UNIT A & MEZZANINE
DE	FX-102	MAIN LEVEL FIRE SUPPRESSION PLAN - UNIT B
DE	FX-103	MAIN LEVEL FIRE SUPPRESSION PLAN - UNIT C
DE	FX-104	LOWER LEVEL FIRE SUPPRESSION PLAN - UNIT C
DE	FX-500	FIRE SUPPRESSION SCHEDULES AND DETAILS

MECHANICAL

Prepared By	Drawing Number	Drawing Title
DE	H-101	MAIN LEVEL HVAC PIPING AND DIFFUSER PLAN - UNIT A & MEZZANINE
DE	H-102	MAIN LEVEL HVAC PIPING AND DIFFUSER PLAN - UNIT B
DE	H-103	MAIN LEVEL HVAC PIPING AND DIFFUSER PLAN - UNIT C
DE	H-104	LOWER LEVEL HVAC PIPING AND DIFFUSER PLAN - UNIT C
DE	H-201	MAIN LEVEL HVAC DUCTWORK PLAN - UNIT A & MEZZANINE
DE	H-202	MAIN LEVEL HVAC DUCTWORK PLAN - UNIT B
DE	H-203	MAIN LEVEL HVAC DUCTWORK PLAN - UNIT C
DE	H-204	LOWER LEVEL HVAC DUCTWORK PLAN - UNIT C
DE	H-205	ROOF HVAC PLAN
DE	H-300	HVAC GROUND HEAT EXCHANGER PLAN
DE	H-301	HVAC GROUND HEAT EXCHANGER DETAILS
DE	H-400	HVAC SECTIONS AND 3D VIEWS
DE	H-500	HVAC TEMPERATURE CONTROL SCHEMATICS
DE	H-501	HVAC TEMPERATURE CONTROL SCHEMATICS
DE	H-502	HVAC TEMPERATURE CONTROL SCHEMATICS
DE	H-510	HVAC PIPING AND DUCTWORK SCHEMATICS
DE	H-520	HVAC DETAILS
DE	H-521	HVAC DETAILS
DE	H-522	HVAC ENERGY RECOVERY UNIT DETAILS
DE	H-530	HVAC SCHEDULES
DE	H-531	HVAC SCHEDULES, NOTES, AND SYMBOLS

PLUMBING

Prepared By	Drawing Number	Drawing Title
DE	P-101	LOWER LEVEL UNDERSLAB PLUMBING PLAN - UNIT C
DE	P-102	MAIN LEVEL UNDERSLAB PLUMBING PLAN - UNIT A
DE	P-103	MAIN LEVEL UNDERSLAB PLUMBING PLAN - UNIT B
DE	P-104	LOWER LEVEL PLUMBING PLAN - UNIT C

DE	P-105	MAIN LEVEL PLUMBING PLAN - UNIT A & MEZZANINE
DE	P-106	MAIN LEVEL PLUMBING PLAN - UNIT B
DE	P-107	MAIN LEVEL PLUMBING PLAN - UNIT C
DE	P-108	ROOF PLUMBING PLAN
DE	P-400	PLUMBING ENLARGED KITCHEN PLANS
DE	P-401	PLUMBING ENLARGED PLANS
DE	P-402	PLUMBING ENLARGED PLANS
DE	P-410	PLUMBING ISOMETRIC
DE	P-500	PLUMBING DETAILS
DE	P-510	PLUMBING SCHEDULES AND NOTES

ELECTRICAL

Prepared By	Drawing Number	Drawing Title
DE	E-101	MAIN LEVEL LIGHTING PLAN - UNIT A & MEZZANINE
DE	E-102	MAIN LEVEL LIGHTING PLAN - UNIT B
DE	E-103	MAIN LEVEL LIGHTING PLAN - UNIT C
DE	E-104	LOWER LEVEL LIGHTING PLAN - UNIT C
DE	E-201	MAIN LEVEL POWER PLAN - UNIT A & MEZZANINE
DE	E-202	MAIN LEVEL POWER PLAN - UNIT B
DE	E-203	MAIN LEVEL POWER PLAN - UNIT C
DE	E-204	LOWER LEVEL POWER PLAN - UNIT C
DE	E-205	ROOF POWER PLAN
DE	E-300	ELECTRICAL SITE PLAN
DE	E-400	ELECTRICAL FEEDER ROUTING PLANS
DE	E-401	ELECTRICAL ENLARGED KITCHEN PLAN
DE	E-500	ELECTRICAL SCHEMATIC RISER INFORMATION
DE	E-510	ELECTRICAL POWER SCHEDULES
DE	E-511	ELECTRICAL POWER SCHEDULES
DE	E-512	ELECTRICAL POWER SCHEDULES
DE	E-520	ELECTRICAL LIGHTING SCHEDULES AND CONTROLS
DE	E-521	ELECTRICAL LIGHTING SCHEDULES AND CONTROLS
DE	E-522	ELECTRICAL LIGHTING SCHEDULES AND CONTROLS
DE	E-530	ELECTRICAL DETAILS
DE	E-531	ELECTRICAL DETAILS
DE	E-540	ELECTRICAL NOTES AND SYMBOLS

FIRE ALARM

Prepared By	Drawing Number	Drawing Title
DE	FA-101	MAIN LEVEL FIRE ALARM PLAN - UNIT A & MEZZANINE
DE	FA-102	MAIN LEVEL FIRE ALARM PLAN - UNIT B
DE	FA-103	MAIN LEVEL FIRE ALARM PLAN - UNIT C
DE	FA-104	LOWER LEVEL FIRE ALARM PLAN - UNIT C
DE	FA-500	FIRE ALARM SCHEDULES AND DETAILS

TELECOMMUNICATIONS

Prepared By	Drawing Number	Drawing Title
DE	T-101	MAIN LEVEL TELECOM PLAN - UNIT A & MEZZANINE
DE	T-102	MAIN LEVEL TELECOM PLAN - UNIT B
DE	T-103	MAIN LEVEL TELECOM PLAN - UNIT C
DE	T-104	LOWER LEVEL TELECOM PLAN - UNIT C
DE	T-400	TELECOM PRIMARY PATHWAY PLANS
DE	T-401	TELECOM ENLARGED B114A PLANS
DE	T-402	TELECOM ENLARGED DATA C119 PLANS
DE	T-500	TELECOM SCHEMATIC RISER INFORMATION
DE	T-510	TELECOM ACCESS CONTROL
DE	T-520	TELECOM DETAILS
DE	T-530	TELECOM SCHEDULES
DE	T-540	TELECOM NOTES AND SYMBOLS

END OF LIST OF DRAWING SHEETS

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