

BOARD MEETING UPDATE

SPECIAL BOARD MEETING

MARCH 1, 2012

APPROVED:

- Hires
 - Steph Mehmen, High School Business Teacher, Head SB Coach, BA+24, Step 9 & Coach, Step 4, Summer 2012
- Resignations/Terminations
 - Roxanne Dardano, Dance Coach, effective at end of 2011-12 season
 - Mark Dorr, Bus Driver, effective 2/22/12
- Transfers
 - Kate Willems from HS LA Teacher to 8th Grade Writing for 2012-13
- Architectural Services – DLR Group (Athletic Complex Light Project) \$19,000

REPORTS/DISCUSSION

Debt Service Re-financing – Travis Squires, Piper Jaffray
PPEL Note Information from Piper Jaffray

"Experiencing Success Today, Achieving Dreams Tomorrow"

NOTICE OF PUBLIC MEETING

You are hereby notified that the Board of Directors of the Adel DeSoto Minburn Community School District will meet in special session at 4:15 p.m. on the 1st day March 2012, in the Board Room, Adel, Iowa.

The tentative agenda is as follows:

BOARD MEETING AGENDA
BOARD ROOM

March 1, 2012
4:15 P.M.

OPENING:

4:15 Call to order
 Roll call
 Emergency additions and adoption of agenda

ACTION ITEMS:

Personnel contracts
Athletic complex light project – architect services

DISCUSSION ITEMS:

4:30 Debt service re-financing information from Piper-Jaffray
4:45 PPEL note information from Piper-Jaffray
5:05 Adjournment

Negotiations Strategy Session to follow

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT
801 Nile Kinnick Drive S.
Adel, Iowa 50003
(515) 993-4283

Nancy Gee
Secretary
Board of Directors



Adel DeSoto Minburn

801 Nile Kinnick Drive S., Adel, Iowa 50003
515-993-4283

Greg Dufoe, Superintendent

Nancy Gee, Business Manager

SUMMARY OF MARCH 1, 2012, BOARD OF DIRECTORS SPECIAL MEETING

PERSONNEL CONTRACTS

I recommend the following resignations/terminations:

Roxanne Dardano, Dance Coach, effective at the end of the 2011-12 season

Mark Dorr, bus driver, effective 2/22/12

I recommend the following new contracts effective for the 2012-13 school year unless otherwise noted:

Steph Mehmen, HS Business Teacher, BA+24, step 9 and Head HS Softball Coach, step 4, summer 2012

I announce the following transfers:

Kate Willems from HS Language Arts to 8th grade Writing, effective for the 2012-13 school year

From: Danielle Haindfield <DHaindfield@ahlerslaw.com>
Subject: **RE: facility project questions**
Date: February 27, 2012 1:05:32 PM CST
To: 'Greg Dufoe' <gdufoe@adel.k12.ia.us>

Greg,

It was nice speaking with you today. To confirm what we discussed, it would be my recommendation that you utilize a licensed architect or engineer to design and prepare the plans and specs for your upcoming light project in order to comply with Iowa law. Because the cost of this project will be over the new \$125,000 competitive bidding threshold for public improvement projects it is governed by Iowa Code Section 26.3. This section expressly states: "A governmental entity shall have an engineer licensed under Chapter 524B . . . or an architect registered under Chapter 544A prepare plans and specifications and calculate the estimated total cost of a proposed public improvement."

Also, the concept of "design-build" is currently not legal in Iowa (i.e. the same entity that builds the project may also not take part in the design of the project). Accordingly, an independent design professional should be used when a project is subject to the Iowa competitive bid law.

Additionally, it is imperative given that you are interested in a specific brand of lighting (Musco) that you have an independent design professional prepare specifications that will create an alternative to that specific brand of lighting to avoid a legal challenge that you are using "sole source specifications". To avoid this issue the architect/engineer will go ahead and specify the Musco lighting and then state after the Musco spec the words, "or its equivalent". You are still able to go with the Musco product as long as you state in the specs that you will also look at any "equivalent" products to the Musco product. This makes it clear that other bidders, besides just Musco, can bid and potentially win the contract. The District is within its discretion, then, to determine whether any product bid is, in fact, equivalent to the Musco product specified.

I hope this adequately documents our conversation from this morning. If you need anything further or have additional questions, please feel free to contact me.

Thanks,
Danielle

Danielle Jess Haindfield
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Des Moines, IA 50309-2231
(515) 243-7611 Office
(515) 234-2149 Fax
dhaindfield@ahlerslaw.com
www.ahlerslaw.com

-----Original Message-----

From: Greg Dufoe [<mailto:gdufoe@adel.k12.ia.us>]
Sent: Friday, February 24, 2012 1:15 PM
To: Danielle Haindfield
Subject: facility project questions

Danielle -

Would you have time on Monday to take a call from me? I have a couple questions regarding project management.

Thanks,



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Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the Eighth day of February in the year of Two Thousand and Twelve (2012)

BETWEEN the Owner:

(*Name, legal status (Name and address)*)

Adel-DeSoto-Minburn CSD
801 Nile Kinnick Drive S.
Adel, IA 50003

and the Architect:

(*Name, legal status (Name and address)*)

DLR Group, inc. (an Iowa Corporation)
6200 Aurora Avenue, Suite 210W
Des Moines, IA 50322
Phone: 515-276-8097
Fax: 515-252-0514

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

for the following Project:

(*Include detailed description of Project, location, address and scope.*)

Adel-DeSoto-Minburn High School Stadium Re-Lighting
Adel, Iowa 50003
DLR Group Project No. 11-12112-00

Provide Architectural and Engineering Services for the above referenced project as described by the following:

1. Solicit Topographic Survey services on behalf of Adel-DeSoto-Minburn CSD.
2. Design the Lighting Systems.
3. Prepare Contract Documents, including drawings and specifications.
4. Prepare an estimated budget summary of work.
5. Issue Contract Documents to bidders to receive competitive bids.
6. Provide Contract Administration Services during construction, including shop drawing review, responding to Contractor generated Requests for Information, Pay Application review and (4) four on-site evaluations of the project, which includes one visit to determine Substantial Completion and one to determine Final Completion.

The Owner and the Architect agree as set forth below.

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User Notes:

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ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 3.)

(Insert detailed description).

Service to be provided
Architectural and Engineering Services for
Adel-DeSoto-Minburn High School Stadium
Re-Lighting

Method and means of compensation

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 ~~The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common-law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect. Drawings, specifications and any other documents, regardless of the media or format, prepared by the Architect and the Architect's consultants are Instruments of Service for use with this Project and are the property of the Owner. The Owner reserves the right to use the Instruments of Service developed for this project in such a manner as the Owner may desire, subject to provisions herein. If the Owner uses the Instruments of Service to complete this Project, or another Project, with another Architect, the Architect and the Architect's consultants shall not be held liable from such uses. Unless otherwise provided in this Agreement, nothing contained herein shall be construed as in derogation of the Architect's copyright rights.~~

ARTICLE 4 — ARBITRATION

ARTICLE 4 ALTERNATIVE DISPUTE RESOLUTION

§ 4.1 ~~Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. In recognition of the negative consequences associated with disputes, both in terms of lost time and expense to all parties, Owner and Architect agree to initially resolve disputes, claims or other matters in question with direct negotiation between the parties.~~

§ 4.2 ~~A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. If direct negotiation between the parties does not resolve the dispute, claims or other matters in question, the Owner and Architect may, by mutual agreement submit to resolve these issues by non-binding mediation in accordance with Iowa Code Chapter 679C, as amended. Requests for mediation shall be filed in writing with the other party to this Agreement. 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 an alternative~~

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location is agreed to by mutual agreement of the parties. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution. However, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.1.1 The Agreement may also be terminated by the Owner for convenience, without penalty, upon seven (7) days written notice to the Architect.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, except when a claim for direct negotiation has been filed by the Owner against the Architect or the Architect has been found through mediation or legal action to be legally liable for certain withheld amounts, the Architect may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement.

Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. No withholdings, deductions or offers shall be made from the Architect's compensation for any reason unless a claim for direct negotiation has been filed per Section 4.1 or the Architect has been found through mediation or legal action to be legally liable for such amounts.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4 expenses then due.

§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

1. For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
2. For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

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ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the ~~principal place of business of the Architect.~~ State of Iowa.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 ~~Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.~~

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation ~~and living expenses in connection with out-of-town travel authorized by the Owner;~~
- .2 ~~long distance communications;~~
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 ~~reproductions;~~ reproductions, including contract document distribution during Bidding Phase;
- .5 postage and handling of documents;
- .6 ~~expense of overtime work requiring higher than regular rates, if authorized by the Owner;~~
- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- .9 ~~Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

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§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses ~~and expenses pertaining to services performed on the basis of a multiple of~~
~~Direct Personnel Expense~~ shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF ~~(\$)~~ Zero (\$ 0) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

Compensation shall be a stipulated lump sum of \$19,000.00.

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of (1.00) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.3.1 Reimbursable Expenses shall not exceed \$1,500.00 unless specifically authorized by the Owner and shall be in addition to the stipulated lump sum fee amount stated in Section 8.2.

§ 8.4 Payments are due and payable thirty (30) days from the date of receipt of the Architect's invoice. Amounts unpaid forty five (45) days after receipt of the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.
specified by Iowa Code Section 74A.2.

(Insert rate of interest agreed upon.)

—%

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS

9.1 The Architect and the Owner limit consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual limit is applicable, to the extent and amount covered under either party's Commercial General Liability and/or Professional Liability Insurance coverage amounts.

9.2 Architect and any Architect subconsultants shall indemnify and hold Owner and its officers, employees and successors, harmless from and against all, damages, losses and judgments, including reasonable attorney's fees and expenses to the extent they arise from Architect's negligent acts, errors or omissions in the performance of its services and for patent, copyright or trademark infringement claims attributable to Architect's services. Architect's liability arising from this Agreement, shall be limited to \$1,000,000 or the amount of Architect's available insurance coverage at the time of settlement or judgment, whichever is greater. Owner further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner,

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User Notes:

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principal or employee of Architect shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project. The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.

To the extent permitted by law, Owner assumes liability for and agrees to indemnify, and hold Architect, its consultants, and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from an act or omission of Owner, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Owner Equity"). Owner shall provide written notice of any known inconsistencies in the Architect's services expeditiously after discovery. Owner has no obligation to investigate Architect's services for inconsistencies. The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.

9.3 The Architect shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such types and limits of insurance:

9.3.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage. Owner is to be included under such policy as additional insured to the extent of liability assumed by Architect, with coverage to be primary and not contributory with any such coverage maintained by Owner. The policy shall contain a severability of interests' provision in favor of the additional insureds.

9.3.2 Automobile Liability covering owned, rented, and non-owned vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

9.3.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Commercial General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies

9.3.4 The Architect will provide Workers' Compensation as statutorily required. Architect shall maintain coverage for Employers Liability with a policy limit of not less than One Million Dollars (\$1,000,000).

9.3.5 The Architect shall provide Architects Professional Liability insurance in a responsible company covering the Architect's negligent acts, errors or omissions in its performance of professional services under this Agreement. The insurance shall have limits of not less than \$1,000,000 for each claim and in the aggregate. A certificate of insurance as evidence of this coverage shall be furnished to the Owner prior to commencement of any services. Coverage under the policy shall be maintained for the term of services under this Agreement and the Architect's liability for any claim or in the aggregate shall not exceed its available Commercial General Liability or Professional Liability insurance coverage at the time of the claim.

9.3.6 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims and not subject to the defense of governmental immunity under Iowa Code Section 670."

9.3.7 The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defenses of governmental immunity

available to the Adel-DeSoto-Minburn Community School District under Iowa Code Section 670 as it now exists or may be amended from time to time."

9.3.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 9.3. All deductibles and premiums associated with the above coverages except a project specific policy of professional liability insurance shall be the responsibility of Architect. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. Umbrella and excess liability policies shall be following form additional insured provision as included in underlying policies. The Architect shall ensure that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies.

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

OWNER

(Signature)

Tim Canney, School Board President
Adel-DeSoto-Minburn Community School District

(Printed name and title)

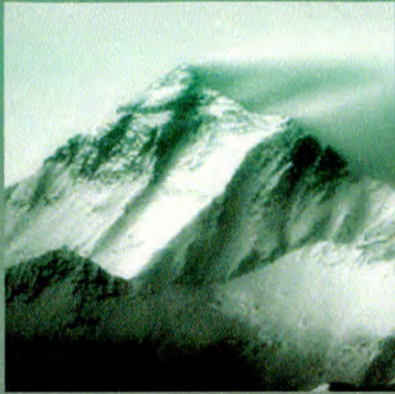
ARCHITECT

(Signature)

Eric Beron, AIA, LEED AP
Principal
DLR Group, inc. (an Iowa Corporation)

(Printed name and title)

Init.



Piper Jaffray & Co
3900 Ingersoll Ave, Suite 110
Des Moines, IA 50312

Phone: 800-333-6008
Fax: 515-280-7567

Travis R. Squires
Vice President
travis.r.squires@pjc.com
515-247-2354

Adel DeSoto Minburn Community School District

Debt Service Re-financing Information

PPEL Note Information

Prepared for March 1, 2012 Meeting



Overview

Part I: Debt Service Re-financing Information

- ◆ Existing Debt (callable May 1, 2014)
- ◆ New Debt (issued to fund crossover refunding escrow)
- ◆ Savings Analysis
 - estimated \$950,000 – based on current interest rates
- ◆ Sources & Uses of Funds
- ◆ Interest Rate Chart

Part II: PPEL Note Information

- ◆ Sample Debt Service Schedules
 - Option 1: Estimated Negotiated PPEL Note Sale with UMB Bank
 - Option 2: Estimated Competitive PPEL Note Sale (with Rating – No Refinancing)
 - Option 3: Estimated Competitive PPEL Note Sale (with Rating – With Refinancing)

Any Questions???

Existing Debt that is target of refunding

Existing 2003 Bonds

Adel-DeSoto-Minburn CSD, Iowa

Date	1-Dec-03 Principal Payment	1-Dec-03 Interest Payment	Paying Agent Expense	1-Dec-03 P & I Payment	1-Dec-03 Interest Rate
5/1/2012					
11/1/2012		51,583		51,583	
5/1/2013	185,000	51,583	500	237,083	4.000%
11/1/2013		47,883		47,883	
5/1/2014	190,000	47,883	500	238,383	3.650%
11/1/2014		44,415		44,415	
5/1/2015	200,000	44,415	500	244,915	3.800%
11/1/2015		40,615		40,615	
5/1/2016	205,000	40,615	500	246,115	3.900%
11/1/2016		36,618		36,618	
5/1/2017	215,000	36,618	500	252,118	4.000%
11/1/2017		32,318		32,318	
5/1/2018	225,000	32,318	500	257,818	4.100%
11/1/2018		27,705		27,705	
5/1/2019	235,000	27,705	500	263,205	4.150%
11/1/2019		22,829		22,829	
5/1/2020	250,000	22,829	500	273,329	4.250%
11/1/2020		17,516		17,516	
5/1/2021	255,000	17,516	500	273,016	4.300%
11/1/2021		12,034		12,034	
5/1/2022	265,000	12,034	500	277,534	4.350%
11/1/2022		6,270		6,270	
5/1/2023	285,000	6,270	500	291,770	4.400%
11/1/2023		0		0	
5/1/2024		0		0	
11/1/2024		0		0	
5/1/2025		0		0	
11/1/2025		0		0	
5/1/2026		0		0	
11/1/2026		0		0	
5/1/2027		0		0	
Totals:	2,510,000	679,568	5,500	3,195,068	

Existing 2004 Bonds

Adel-DeSoto-Minburn CSD, Iowa

Date	1-May-04 Principal Payment	1-May-04 Interest Payment	Paying Agent Expense	1-May-04 P & I Payment	1-May-04 Interest Rate
5/1/2012					
11/1/2012		136,710		136,710	
5/1/2013	450,000	136,710	500	587,210	3.300%
11/1/2013		129,285		129,285	
5/1/2014	470,000	129,285	500	599,785	3.400%
11/1/2014		121,295		121,295	
5/1/2015	480,000	121,295	500	601,795	3.550%
11/1/2015		112,775		112,775	
5/1/2016	500,000	112,775	500	613,275	3.650%
11/1/2016		103,650		103,650	
5/1/2017	520,000	103,650	500	624,150	3.800%
11/1/2017		93,770		93,770	
5/1/2018	535,000	93,770	500	629,270	3.900%
11/1/2018		83,338		83,338	
5/1/2019	560,000	83,338	500	643,838	4.000%
11/1/2019		72,138		72,138	
5/1/2020	575,000	72,138	500	647,638	4.100%
11/1/2020		60,350		60,350	
5/1/2021	600,000	60,350	500	660,850	4.150%
11/1/2021		47,900		47,900	
5/1/2022	625,000	47,900	500	673,400	4.200%
11/1/2022		34,775		34,775	
5/1/2023	650,000	34,775	500	685,275	4.250%
11/1/2023		20,963		20,963	
5/1/2024	975,000	20,963	500	996,463	4.300%
11/1/2024		0		0	
5/1/2025		0		0	
11/1/2025		0		0	
5/1/2026		0	0	0	
11/1/2026		0		0	
5/1/2027		0	0	0	
Totals:	6,940,000	2,033,895	6,000	8,979,895	

Debt Service Schedule ("New Debt")

Adel-DeSoto-Minburn CSD, Iowa

Dated: 5/1/2012

Closing: 5/1/2012

Bond Called: 5/1/2014

A	B	C	D	E	F	G	H	I
Date	Proposed 2012 Bonds Principal	Interest Payments	Less Interest Paid from Escrow	Existing unrefunded Principal	Interest Payments	Paying Agent Expense	Annual Debt Service	Interest Rate
5/1/2012								
11/1/2012		60,311	-60,311		188,293			
5/1/2013		60,311	-60,311	635,000	188,293	1,000	1,012,585	
11/1/2013		60,311	-60,311		177,168			
5/1/2014		60,311	-60,311	660,000	177,168	1,000	1,015,335	
11/1/2014		60,311						
5/1/2015	890,000	60,311				500	1,011,123	0.700%
11/1/2015		57,196						
5/1/2016	895,000	57,196				500	1,009,893	0.850%
11/1/2016		53,393						
5/1/2017	905,000	53,393				500	1,012,285	1.050%
11/1/2017		48,641						
5/1/2018	910,000	48,641				500	1,007,783	1.250%
11/1/2018		42,954						
5/1/2019	925,000	42,954				500	1,011,408	1.450%
11/1/2019		36,248						
5/1/2020	940,000	36,248				500	1,012,995	1.600%
11/1/2020		28,728						
5/1/2021	950,000	28,728				500	1,007,955	1.750%
11/1/2021		20,415						
5/1/2022	965,000	20,415				500	1,006,330	1.900%
11/1/2022		11,248						
5/1/2023	990,000	11,248				500	1,012,995	2.050%
11/1/2023		1,100						
5/1/2024	100,000	1,100				500	102,700	2.200%
11/1/2024		0						
5/1/2025		0					0	2.350%
11/1/2025		0						
5/1/2026		0				0	0	2.500%
11/1/2026		0						
5/1/2027		0				0	0	2.650%
Totals:	8,470,000	961,710	-241,245	1,295,000	730,920	7,000	11,223,385	

Savings Analysis

Adel-DeSoto-Minburn CSD, Iowa

A	B	C	D	E	F	G	H
Date	Existing Bond Payments	Proposed "New" Bond Payments	Estimated Semi-Annual Savings	Plus Surplus Bond \$	Plus Accrued Interest	Annual Savings	Present Value of Savings
5/1/2012	0	0	0	1,795	0	1,795	1,795
11/1/2012	188,293	188,293	0				0
5/1/2013	824,293	824,293	0			0	0
11/1/2013	177,168	177,168	0				0
5/1/2014	838,168	838,168	0			0	0
11/1/2014	165,710	60,311	105,399				101,329
5/1/2015	846,710	950,811	-104,101			1,298	-99,296
11/1/2015	153,390	57,196	96,194				91,034
5/1/2016	859,390	952,696	-93,306			2,888	-87,609
11/1/2016	140,268	53,393	86,875				80,930
5/1/2017	876,268	958,893	-82,625			4,250	-76,367
11/1/2017	126,088	48,641	77,446				71,019
5/1/2018	887,088	959,141	-72,054			5,393	-65,556
11/1/2018	111,043	42,954	68,089				61,462
5/1/2019	907,043	968,454	-61,411			6,678	-55,000
11/1/2019	94,966	36,248	58,719				52,176
5/1/2020	920,966	976,748	-55,781			2,938	-49,177
11/1/2020	77,866	28,728	49,139				42,981
5/1/2021	933,866	979,228	-45,361			3,778	-39,366
11/1/2021	59,934	20,415	39,519				34,026
5/1/2022	950,934	985,915	-34,981			4,538	-29,883
11/1/2022	41,045	11,248	29,798				25,255
5/1/2023	977,045	1,001,748	-24,703			5,095	-20,773
11/1/2023	20,963	1,100	19,863				16,572
5/1/2024	996,463	101,600	894,863			914,725	740,737
11/1/2024	0	0	0				0
5/1/2025	0	0	0			0	0
11/1/2025	0	0	0				0
5/1/2026	0	0	0			0	0
11/1/2026	0	0	0				0
5/1/2027	0	0	0			0	0
Totals:	12,174,963	11,223,385	951,578	1,795	0	953,372	796,291
Savings as a % of refunded bonds:							9.76%

Sources & Uses of Funds

Adel-DeSoto-Minburn CSD, Iowa

	Dated:	5/1/2012
	Closing	5/1/2012
Uses of Funds	Bond Called:	5/1/2014

Purchase of Escrow Securities	8,354,845.09
Issuance Costs:	45,600.00
Underwriting Costs:	67,760.00
Original Issue Discount:	0.00
Deposit to Sinking (Accrued):	
Rounding	1,794.91
Total Uses of Funds:	8,470,000.00

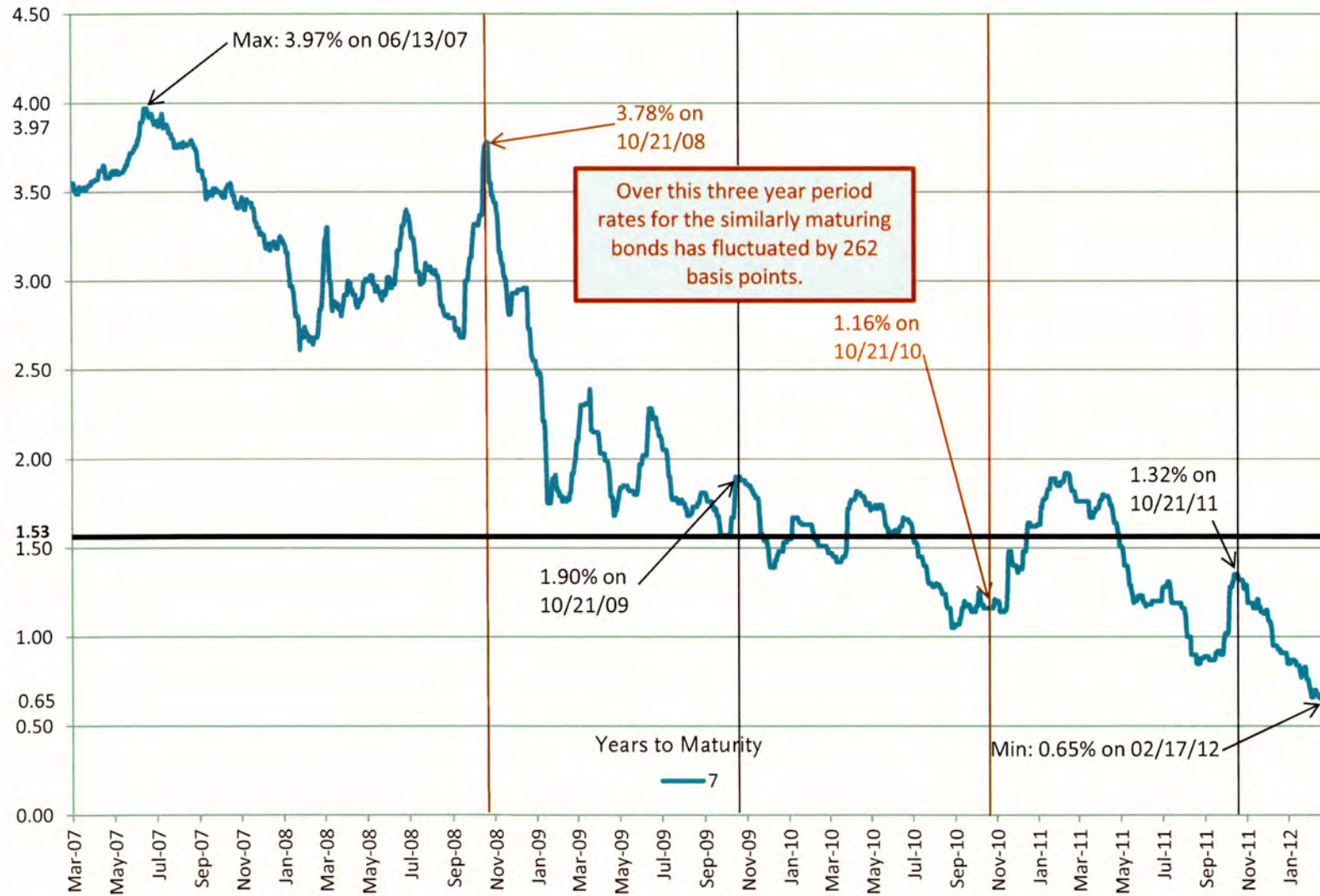
Sources of Funds

Bond Proceeds:	8,470,000.00
Accrued Interest:	
Original Issue Premium:	0.00
Total Sources of Funds:	8,470,000.00

Summary of Financing

Average Maturity of Bonds:	7.15
Average Interest Rate:	1.58907799%
Net Interest Cost:	1.70104098%
Net Interest Cost (\$)	1,029,470.00
Bond Yield:	1.58141907%
True Interest Cost (TIC):	1.70115728%
All-In True Interest Cost:	1.78241297%

"AAA" Municipal Market Data Trend Analysis - Last 5 Years



Source: Municipal Market Data, PJC Analysis

Phyiscal Plant & Equipment Levy (PPEL) Summary

Option 1: Estimated Negotiated Sale with UMB Bank / Non-Rated

Adel-DeSoto-Minburn Community School District, Iowa
 Prepared by: Piper Jaffray & Co.

Voter PPEL Levy: \$ 1.00
 Board PPEL Levy: \$ 0.33
 2010 Valuation: 366,839,320
 Prelim. 2011 Valuation: 385,214,278

Date	Estimated PPEL Note Issuance					Estimated Revenues			Estimated Other Projects					Estimated Annual Surplus	Estimated Surplus Balance
	Interest Rate (1)	2012 PPEL Principal Payment	2012 PPEL Interest Payment	Combined PPEL Payment	Estimated Tax Levy	Estimated Voter PPEL Revenues	Estimated Board PPEL Revenues	Total Estimated Revenues	Less: Bus Purchase	Less: Boiler Replacement	Less: Technology Expense	Less: Other Contingency	Less: Debt Payments		
5/1/2011															0
11/1/2011															
5/1/2012							121,057	121,057	-100,000	0	0	-20,000	0	1,057	1,057
11/1/2012			2,203												
5/1/2013	0.650%	70,000	2,203	74,405	0.19315	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-74,405	112,930	113,987
11/1/2013			1,975												
5/1/2014	0.750%	100,000	1,975	103,950	0.26985	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-103,950	-16,615	97,372
11/1/2014			1,600												
5/1/2015	0.900%	100,000	1,600	103,200	0.26790	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-103,200	84,135	181,507
11/1/2015			1,150												
5/1/2016	1.100%	100,000	1,150	102,300	0.26557	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-102,300	-14,965	166,542
11/1/2016			600												
5/1/2017	1.200%	100,000	600	101,200	0.26271	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-101,200	86,135	252,677
11/1/2017															
5/1/2018						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	240,012
11/1/2018															
5/1/2019						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	327,347
11/1/2019															
5/1/2020						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	314,682
11/1/2020															
5/1/2021						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	402,017
11/1/2021															
5/1/2022						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	389,352
Totals:		470,000	15,055	485,055	0.25184	3,852,143	1,392,264	5,244,407	-1,600,000	0	-2,000,000	-770,000	-485,055	389,352	

EST USES OF FUNDS	2012 PPEL
Techonology Upgrade	450,000
Costs of Issuance:	14,100
Underwriting Costs:	3,384
Deposit to Sinking Fund (a	0
Original Issue Discount:	0
Surplus:	2,516
Total	470,000

EST SOURCES OF FUNDS	2012 PPEL
GO PPEL Notes	470,000
Accrued Interest:	
Reoffering Premium:	
Interest Income:	
Total	470,000

District passed 10 year voted PPEL Levy (FY13-22) on February 7, 2012

Total Principal: 470,000
 Total Interest: 15,055
 Less Surplus Proceeds: -2,516
 Total Costs: 482,539

(1) Interest Rates are preliminary indication of anticipated rates from UMB Bank as of 02/29/2012

Physical Plant & Equipment Levy (PPEL) Summary

Option 2: Estimated Competitive Sale using actual bond sales results / Assumes Rating Received (No Refinancing)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Adel-DeSoto-Minburn Community School District, Iowa												Voter PPEL Levy: \$ 1.00		
Prepared by: Piper Jaffray & Co.												Board PPEL Levy: \$ 0.33		
												2010 Valuation: 366,839,320		
												Prelim. 2011 Valuation: 385,214,278		

Date	Estimated PPEL Note Issuance					Estimated Revenues			Estimated Other Projects					Estimated Annual Surplus	Estimated Surplus Balance
	Interest Rate (1)	2012 PPEL Principal Payment	2012 PPEL Interest Payment	Combined PPEL Payment	Estimated Tax Levy	Estimated Voter PPEL Revenues	Estimated Board PPEL Revenues	Total Estimated Revenues	Less: Bus Purchase	Less: Boiler Replacement	Less: Technology Expense	Less: Other Contingency	Less: Debt Payments		
5/1/2011															0
11/1/2011															
5/1/2012							121,057	121,057	-100,000	0	0	-20,000	0	1,057	1,057
11/1/2012			1,650												
5/1/2013	0.500%	80,000	1,650	83,300	0.21624	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-83,300	104,035	105,092
11/1/2013			1,450												
5/1/2014	0.500%	100,000	1,450	102,900	0.26712	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-102,900	-15,565	89,527
11/1/2014			1,200												
5/1/2015	0.600%	100,000	1,200	102,400	0.26583	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-102,400	84,935	174,462
11/1/2015			900												
5/1/2016	0.800%	100,000	900	101,800	0.26427	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-101,800	-14,465	159,997
11/1/2016			500												
5/1/2017	1.000%	100,000	500	101,000	0.26219	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-101,000	86,335	246,332
11/1/2017															
5/1/2018						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	233,667
11/1/2018															
5/1/2019						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	321,002
11/1/2019															
5/1/2020						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	308,337
11/1/2020															
5/1/2021						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	395,672
11/1/2021															
5/1/2022						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	383,007
Totals:		480,000	11,400	491,400	0.25513	3,852,143	1,392,264	5,244,407	-1,600,000	0	-2,000,000	-770,000	-491,400	383,007	

EST USES OF FUNDS	2012 PPEL
Techonology Upgrade	450,000
Costs of Issuance:	26,100
Underwriting Costs:	3,456
Deposit to Sinking Fund (a	0
Original Issue Discount:	0
Surplus:	444
Total	480,000

EST SOURCES OF FUND	2012 PPEL
GO PPEL Notes	480,000
Accrued Interest:	
Reoffering Premium:	
Interest Income:	
Total	480,000

District passed 10 year voted PPEL Levy (FY13-22) on February 7, 2012

Total Principal:	480,000
Total Interest:	11,400
Less Surplus Proceeds:	-444
Total Costs:	490,956

(1) Interest Rates are rates as received by North Linn CSD at competitive sale on 03/01/2012 (A+ Rating)

Physical Plant & Equipment Levy (PPEL) Summary

Option 3: Estimated Competitive Sale using actual bond sales results / Assumes Rating Received (With Refinancing)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Adel-DeSoto-Minburn Community School District, Iowa												Voter PPEL Levy: \$ 1.00		
Prepared by: Piper Jaffray & Co.												Board PPEL Levy: \$ 0.33		
												2010 Valuation: 366,839,320		
												Prelim. 2011 Valuation: 385,214,278		

	Estimated PPEL Note Issuance					Estimated Revenues			Estimated Other Projects				Prelim. 2011 Valuation: 385,214,278		
Date	Interest Rate (1)	2012 PPEL Principal Payment	2012 PPEL Interest Payment	Combined PPEL Payment	Estimated Tax Levy	Estimated Voter PPEL Revenues	Estimated Board PPEL Revenues	Total Estimated Revenues	Less: Bus Purchase	Less: Boiler Replacement	Less: Technology Expense	Less: Other Contingency	Less: Debt Payments	Estimated Annual Surplus	Estimated Surplus Balance
5/1/2011															0
11/1/2011															
5/1/2012							121,057	121,057	-100,000	0	0	-20,000	0	1,057	1,057
11/1/2012			1,638												
5/1/2013	0.500%	75,000	1,638	78,275	0.20320	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-78,275	109,060	110,117
11/1/2013			1,450												
5/1/2014	0.500%	100,000	1,450	102,900	0.26712	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-102,900	-15,565	94,552
11/1/2014			1,200												
5/1/2015	0.600%	100,000	1,200	102,400	0.26583	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-102,400	84,935	179,487
11/1/2015			900												
5/1/2016	0.800%	100,000	900	101,800	0.26427	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-101,800	-14,465	165,022
11/1/2016			500												
5/1/2017	1.000%	100,000	500	101,000	0.26219	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-101,000	86,335	251,357
11/1/2017															
5/1/2018						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	238,692
11/1/2018															
5/1/2019						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	326,027
11/1/2019															
5/1/2020						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	313,362
11/1/2020															
5/1/2021						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	400,697
11/1/2021															
5/1/2022						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	388,032
Totals:		475,000	11,375	486,375	0.25252	3,852,143	1,392,264	5,244,407	-1,600,000	0	-2,000,000	-770,000	-486,375	388,032	

EST USES OF FUNDS	2012 PPEL
Technology Upgrade	450,000
Costs of Issuance:	18,100
Underwriting Costs:	3,420
Deposit to Sinking Fund (a)	0
Original Issue Discount:	0
Surplus:	3,480
Total	475,000

EST SOURCES OF FUNDS	2012 PPEL
GO PPEL Notes	475,000
Accrued Interest:	
Reoffering Premium:	
Interest Income:	
Total	475,000

District passed 10 year voted PPEL Levy (FY13-22) on February 7, 2012

Total Principal:	475,000
Total Interest:	11,375
Less Surplus Proceeds:	-3,480
Total Costs:	482,895

(1) Interest Rates are rates as received by North Linn CSD at competitive sale on 03/01/2012 (A+ Rating)

PiperJaffray

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Piper Jaffray & Co. Since 1895. Member SIPC and FINRA.

February 16, 2012

Ms. Elizabeth Grob Esq.
Ahlers & Cooney P.C.
100 Court Ave., Suite 600
Des Moines, IA 50309

RE: Adel DeSoto Minburn Community School District, Iowa
NTE \$500,000 General Obligation Capital Loan Notes, Series 2012 (PPEL)

Dear Beth:

Here are the terms of offering for the District's upcoming financing of PPEL capital loan notes to finance technology improvements made at the District:

Action Dates

Offering circular approved:	Monday, March 12, 2012
Sale Date:	Wednesday, March 28, 2012 (TBD)
Issuance Date:	Monday, April 9, 2012
Closing date:	Tuesday, May 1, 2012

POS Dates (Offering Circular):

Expected Date of POS to Review:	Wednesday, February 22, 2012
Due Diligence Conference Call:	February 22-29, 2012
Draft Legal / CDC / Issuance:	Wednesday, February 29, 2012
Comments on POS Due:	Wednesday, February 29, 2012
Date POS due to Issuer for approval:	Wednesday, February 29, 2012

Rating Process

Rating Application Sent:	N/A
Rating Conference Call:	N/A
Rating Due:	N/A

Terms

Expected Par Amount:	\$500,000
Denominations:	\$5,000 (public offerings)
Term Bond:	Permitted at bidders option
Method of Sale	TBD
Award Basis:	TBD
Good Faith Deposit Amount:	N/A
Dated Date:	05/01/2012
Call Date:	Non-call
Maturities Callable on Above Date:	N/A
Interest Rates:	1/8, 1/20 or 1/100 of 1%
	Rates must be in level or ascending order only
Interest payment dates:	May 1 and November 1, commencing November 1, 2012

Ms Elizabeth Grob, Esq.
Page Two
February 16, 2012

Terms, continued...

Purchase price:	TBD
Change in principal:	Unlimited in amount sufficient to fund project
Registrar and Paying Agent:	Wells Fargo Bank, N.A.
Continuing Disclosure:	Exempt Under \$1,000,000
Use of Accrued Interest:	If any, deposit to debt service fund

Very truly yours,

Via Email

Travis R. Squires
Vice President
TRS

Enclosure

cc: Greg Dufoe, Superintendent at Adel DeSoto Minburn CSD
Nancy Gee, Business Manager at Adel DeSoto Minburn CSD
Jeffrey Carlson, Registrar / Paying Agent at Wells Fargo Bank, N.A.

ESTIMATED PAYMENT SCHEDULE

Date	Estimated Interest Rate	2012 PPEL Principal Payment	2012 PPEL Interest Payment	Combined PPEL Payment	Estimated Tax Levy
5/1/2011					
11/1/2011					
5/1/2012					
11/1/2012			2,275		
5/1/2013	0.550%	100,000	2,275	104,550	0.27141
11/1/2013			2,000		
5/1/2014	0.650%	100,000	2,000	104,000	0.26998
11/1/2014			1,675		
5/1/2015	0.750%	100,000	1,675	103,350	0.26829
11/1/2015			1,300		
5/1/2016	1.200%	100,000	1,300	102,600	0.26635
11/1/2016			700		
5/1/2017	1.400%	100,000	700	101,400	0.26323
11/1/2017					
5/1/2018					
11/1/2018					
5/1/2019					
11/1/2019					
5/1/2020					
11/1/2020					
5/1/2021					
11/1/2021					
5/1/2022					
Totals:		500,000	15,900	515,900	0.26785

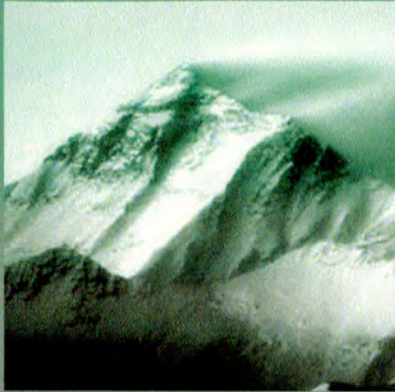
Adel DeSoto Minburn Community School District



Approximately \$500,000 General Obligation Capital Loan Notes, Series 2012 (PPEL)
(PPEL Financing for Technology Improvements)

Timetable as of February 16, 2012

Prior to October 10, 2011	Piper Jaffray discussed technology financing options with District
October 10, 2011	BOARD MEETING (Regular) Board Discusses PPEL Financing with Piper Jaffray
February 7, 2012	District votes and approves 10 year \$1.00 / \$1000 Physical Plant & Equipment Levy
February 13, 2012	BOARD MEETING (Regular) District reviews and approves timeline for financing for technology improvements
February 16, 2012 February 16, 2012	Piper Jaffray circulates preliminary bonding information to Bond Counsel and District Preliminary Pricing Information shared by UMB with Piper Jaffray
February 22, 2012 February 22-29, 2012	First draft of offering circular (POS) circulated Due diligence conference call between District, Bond Counsel and Piper Jaffray
February 29, 2012 February 29, 2012 February 29, 2012	Comments on offering circular due from Bond Counsel and the District Draft legal opinion due from Bond Counsel Offering Circular sent to District for Review
March 1, 2012	BOARD MEETING (Regular) Piper Jaffray discusses financing with School Board / Q&A Session
March 12, 2012	BOARD MEETING (Regular) Consideration and Approval of Agreement with Piper Jaffray Resolution authorizing official statement and various other bond related items (TBD) - Boards sets _____ as date for sale of notes
March 13, 2012	Offering Circular Distributed to UMB Bank
March 28, 2012 {Date and Time of Meeting To be finalized by the Board}	SALE DATE / BOARD MEETING (Special) Receipt of Bond Bids at 11:00 AM (District Officials required / Board welcome) - Results are reviewed and tabulated Board Meeting at _____ PM {TBD} - Piper Jaffray reviews results of sale with Board - Approval of Resolution Directing Sale (to Purchaser)
April 9, 2012	BOARD MEETING (Regular) Resolution authorizing issuance of Notes
May 1, 2012	Closing Date – Bond funds received



Piper Jaffray & Co
3900 Ingersoll Ave, Suite 110
Des Moines, IA 50312

Phone: 800-333-6008
Fax: 515-280-7567

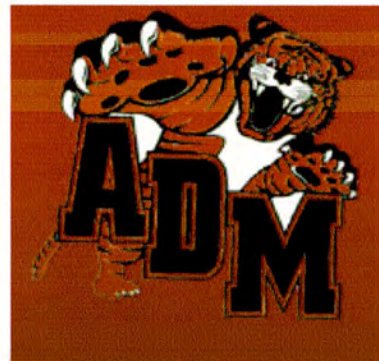
Travis R. Squires
Vice President
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Adel DeSoto Minburn Community School District

Debt Service Re-financing Information

PPEL Note Information

Prepared for March 1, 2012 Meeting



Overview

Part I: Debt Service Re-financing Information

- ◆ Existing Debt (callable May 1, 2014)
- ◆ New Debt (issued to fund crossover refunding escrow)
- ◆ Savings Analysis
 - estimated \$950,000 – based on current interest rates
- ◆ Sources & Uses of Funds
- ◆ Interest Rate Chart

Part II: PPEL Note Information

- ◆ Sample Debt Service Schedules
 - Option 1: Estimated Negotiated PPEL Note Sale with UMB Bank
 - Option 2: Estimated Competitive PPEL Note Sale (with Rating – No Refinancing)
 - Option 3: Estimated Competitive PPEL Note Sale (with Rating – With Refinancing)

Any Questions???

Existing Debt that is target of refunding

Existing 2003 Bonds

Adel-DeSoto-Minburn CSD, Iowa

Date	1-Dec-03 Principal Payment	1-Dec-03 Interest Payment	Paying Agent Expense	1-Dec-03 P & I Payment	1-Dec-03 Interest Rate
5/1/2012					
11/1/2012		51,583		51,583	
5/1/2013	185,000	51,583	500	237,083	4.000%
11/1/2013		47,883		47,883	
5/1/2014	190,000	47,883	500	238,383	3.650%
11/1/2014		44,415		44,415	
5/1/2015	200,000	44,415	500	244,915	3.800%
11/1/2015		40,615		40,615	
5/1/2016	205,000	40,615	500	246,115	3.900%
11/1/2016		36,618		36,618	
5/1/2017	215,000	36,618	500	252,118	4.000%
11/1/2017		32,318		32,318	
5/1/2018	225,000	32,318	500	257,818	4.100%
11/1/2018		27,705		27,705	
5/1/2019	235,000	27,705	500	263,205	4.150%
11/1/2019		22,829		22,829	
5/1/2020	250,000	22,829	500	273,329	4.250%
11/1/2020		17,516		17,516	
5/1/2021	255,000	17,516	500	273,016	4.300%
11/1/2021		12,034		12,034	
5/1/2022	265,000	12,034	500	277,534	4.350%
11/1/2022		6,270		6,270	
5/1/2023	285,000	6,270	500	291,770	4.400%
11/1/2023		0		0	
5/1/2024		0		0	
11/1/2024		0		0	
5/1/2025		0		0	
11/1/2025		0		0	
5/1/2026		0		0	
11/1/2026		0		0	
5/1/2027		0		0	
Totals:	2,510,000	679,568	5,500	3,195,068	

Existing 2004 Bonds

Adel-DeSoto-Minburn CSD, Iowa

Date	1-May-04 Principal Payment	1-May-04 Interest Payment	Paying Agent Expense	1-May-04 P & I Payment	1-May-04 Interest Rate
5/1/2012					
11/1/2012		136,710		136,710	
5/1/2013	450,000	136,710	500	587,210	3.300%
11/1/2013		129,285		129,285	
5/1/2014	470,000	129,285	500	599,785	3.400%
11/1/2014		121,295		121,295	
5/1/2015	480,000	121,295	500	601,795	3.550%
11/1/2015		112,775		112,775	
5/1/2016	500,000	112,775	500	613,275	3.650%
11/1/2016		103,650		103,650	
5/1/2017	520,000	103,650	500	624,150	3.800%
11/1/2017		93,770		93,770	
5/1/2018	535,000	93,770	500	629,270	3.900%
11/1/2018		83,338		83,338	
5/1/2019	560,000	83,338	500	643,838	4.000%
11/1/2019		72,138		72,138	
5/1/2020	575,000	72,138	500	647,638	4.100%
11/1/2020		60,350		60,350	
5/1/2021	600,000	60,350	500	660,850	4.150%
11/1/2021		47,900		47,900	
5/1/2022	625,000	47,900	500	673,400	4.200%
11/1/2022		34,775		34,775	
5/1/2023	650,000	34,775	500	685,275	4.250%
11/1/2023		20,963		20,963	
5/1/2024	975,000	20,963	500	996,463	4.300%
11/1/2024		0		0	
5/1/2025		0		0	
11/1/2025		0		0	
5/1/2026		0	0	0	
11/1/2026		0		0	
5/1/2027		0	0	0	
Totals:	6,940,000	2,033,895	6,000	8,979,895	

Debt Service Schedule ("New Debt")

Adel-DeSoto-Minburn CSD, Iowa

Dated: 5/1/2012

Closing: 5/1/2012

Bond Called: 5/1/2014

A	B	C	D	E	F	G	H	I
Date	Proposed 2012 Bonds Principal	Interest Payments	Less Interest Paid from Escrow	Existing unrefunded Principal	Interest Payments	Paying Agent Expense	Annual Debt Service	Interest Rate
5/1/2012								
11/1/2012		60,311	-60,311		188,293			
5/1/2013		60,311	-60,311	635,000	188,293	1,000	1,012,585	
11/1/2013		60,311	-60,311		177,168			
5/1/2014		60,311	-60,311	660,000	177,168	1,000	1,015,335	
11/1/2014		60,311						
5/1/2015	890,000	60,311				500	1,011,123	0.700%
11/1/2015		57,196						
5/1/2016	895,000	57,196				500	1,009,893	0.850%
11/1/2016		53,393						
5/1/2017	905,000	53,393				500	1,012,285	1.050%
11/1/2017		48,641						
5/1/2018	910,000	48,641				500	1,007,783	1.250%
11/1/2018		42,954						
5/1/2019	925,000	42,954				500	1,011,408	1.450%
11/1/2019		36,248						
5/1/2020	940,000	36,248				500	1,012,995	1.600%
11/1/2020		28,728						
5/1/2021	950,000	28,728				500	1,007,955	1.750%
11/1/2021		20,415						
5/1/2022	965,000	20,415				500	1,006,330	1.900%
11/1/2022		11,248						
5/1/2023	990,000	11,248				500	1,012,995	2.050%
11/1/2023		1,100						
5/1/2024	100,000	1,100				500	102,700	2.200%
11/1/2024		0						
5/1/2025		0					0	2.350%
11/1/2025		0						
5/1/2026		0				0	0	2.500%
11/1/2026		0						
5/1/2027		0				0	0	2.650%
Totals:	8,470,000	961,710	-241,245	1,295,000	730,920	7,000	11,223,385	

Savings Analysis

Adel-DeSoto-Minburn CSD, Iowa

A	B	C	D	E	F	G	H
Date	Existing Bond Payments	Proposed "New" Bond Payments	Estimated Semi-Annual Savings	Plus Surplus Bond \$	Plus Accrued Interest	Annual Savings	Present Value of Savings
5/1/2012	0	0	0	1,795	0	1,795	1,795
11/1/2012	188,293	188,293	0				0
5/1/2013	824,293	824,293	0			0	0
11/1/2013	177,168	177,168	0				0
5/1/2014	838,168	838,168	0			0	0
11/1/2014	165,710	60,311	105,399				101,329
5/1/2015	846,710	950,811	-104,101			1,298	-99,296
11/1/2015	153,390	57,196	96,194				91,034
5/1/2016	859,390	952,696	-93,306			2,888	-87,609
11/1/2016	140,268	53,393	86,875				80,930
5/1/2017	876,268	958,893	-82,625			4,250	-76,367
11/1/2017	126,088	48,641	77,446				71,019
5/1/2018	887,088	959,141	-72,054			5,393	-65,556
11/1/2018	111,043	42,954	68,089				61,462
5/1/2019	907,043	968,454	-61,411			6,678	-55,000
11/1/2019	94,966	36,248	58,719				52,176
5/1/2020	920,966	976,748	-55,781			2,938	-49,177
11/1/2020	77,866	28,728	49,139				42,981
5/1/2021	933,866	979,228	-45,361			3,778	-39,366
11/1/2021	59,934	20,415	39,519				34,026
5/1/2022	950,934	985,915	-34,981			4,538	-29,883
11/1/2022	41,045	11,248	29,798				25,255
5/1/2023	977,045	1,001,748	-24,703			5,095	-20,773
11/1/2023	20,963	1,100	19,863				16,572
5/1/2024	996,463	101,600	894,863			914,725	740,737
11/1/2024	0	0	0				0
5/1/2025	0	0	0			0	0
11/1/2025	0	0	0				0
5/1/2026	0	0	0			0	0
11/1/2026	0	0	0				0
5/1/2027	0	0	0			0	0
Totals:	12,174,963	11,223,385	951,578	1,795	0	953,372	796,291
Savings as a % of refunded bonds:							9.76%

Sources & Uses of Funds

Adel-DeSoto-Minburn CSD, Iowa

	Dated:	5/1/2012
	Closing	5/1/2012
Uses of Funds	Bond Called:	5/1/2014

Purchase of Escrow Securities	8,354,845.09
Issuance Costs:	45,600.00
Underwriting Costs:	67,760.00
Original Issue Discount:	0.00
Deposit to Sinking (Accrued):	
Rounding	1,794.91
Total Uses of Funds:	8,470,000.00

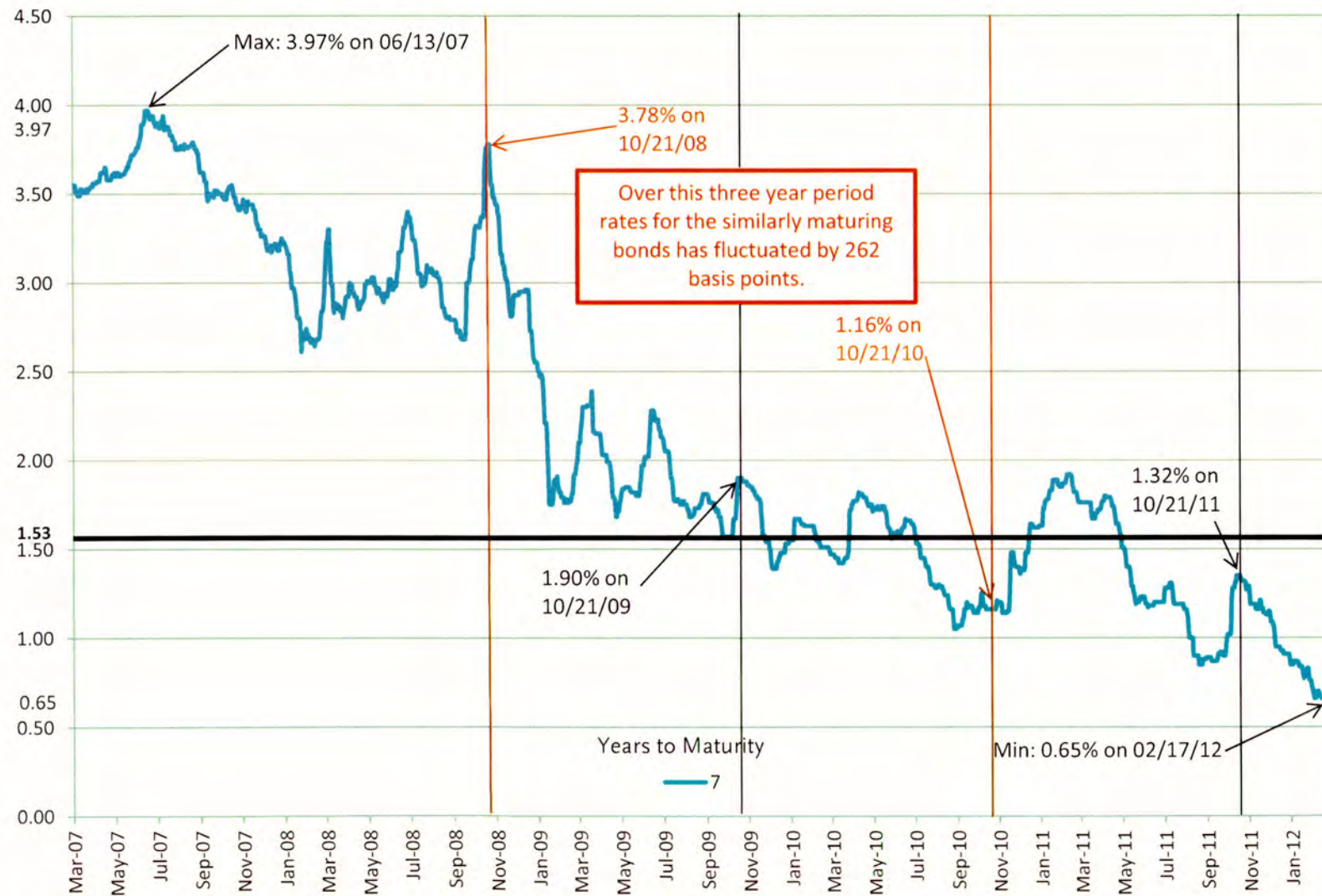
Sources of Funds

Bond Proceeds:	8,470,000.00
Accrued Interest:	
Original Issue Premium:	0.00
Total Sources of Funds:	8,470,000.00

Summary of Financing

Average Maturity of Bonds:	7.15
Average Interest Rate:	1.58907799%
Net Interest Cost:	1.70104098%
Net Interest Cost (\$)	1,029,470.00
Bond Yield:	1.58141907%
True Interest Cost (TIC):	1.70115728%
All-In True Interest Cost:	1.78241297%

"AAA" Municipal Market Data Trend Analysis - Last 5 Years



Source: Municipal Market Data, PJC Analysis

Physical Plant & Equipment Levy (PPEL) Summary

Option 1: Estimated Negotiated Sale with UMB Bank / Non-Rated

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Adel-DeSoto-Minburn Community School District, Iowa											Voter PPEL Levy: \$ 1.00			
Prepared by: Piper Jaffray & Co.											Board PPEL Levy: \$ 0.33			
											2010 Valuation: 366,839,320			
											Prelim. 2011 Valuation: 385,214,278			

Date	Interest Rate (1)	Estimated PPEL Note Issuance				Estimated Revenues			Estimated Other Projects							Estimated Annual Surplus	Estimated Surplus Balance
		2012 PPEL Principal Payment	2012 PPEL Interest Payment	Combined PPEL Payment	Estimated Tax Levy	Estimated Voter PPEL Revenues	Estimated Board PPEL Revenues	Total Estimated Revenues	Less: Bus Purchase	Less: Boiler Replacement	Less: Technology Expense	Less: Other Contingency	Less: Debt Payments	Estimated Annual Surplus	Estimated Surplus Balance		
5/1/2011																	0
11/1/2011																	
5/1/2012																	
11/1/2012			2,203				121,057	121,057	-100,000	0	0	-20,000	0	1,057		1,057	
5/1/2013	0.650%	70,000	2,203	74,405	0.19315	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-74,405	112,930		113,987	
11/1/2013			1,975														
5/1/2014	0.750%	100,000	1,975	103,950	0.26985	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-103,950	-16,615		97,372	
11/1/2014			1,600														
5/1/2015	0.900%	100,000	1,600	103,200	0.26790	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-103,200	84,135		181,507	
11/1/2015			1,150														
5/1/2016	1.100%	100,000	1,150	102,300	0.26557	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-102,300	-14,965		166,542	
11/1/2016			600														
5/1/2017	1.200%	100,000	600	101,200	0.26271	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-101,200	86,135		252,677	
11/1/2017																	
5/1/2018						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665		240,012	
11/1/2018																	
5/1/2019						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335		327,347	
11/1/2019																	
5/1/2020						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665		314,682	
11/1/2020																	
5/1/2021						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335		402,017	
11/1/2021																	
5/1/2022						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665		389,352	
Totals:		470,000	15,055	485,055	0.25184	3,852,143	1,392,264	5,244,407	-1,600,000	0	-2,000,000	-770,000	-485,055	389,352			

EST USES OF FUNDS	2012 PPEL
Techonology Upgrade	450,000
Costs of Issuance:	14,100
Underwriting Costs:	3,384
Deposit to Sinking Fund (a	0
Original Issue Discount:	0
Surplus:	2,516
Total	470,000

EST SOURCES OF FUNDS	2012 PPEL
GO PPEL Notes	470,000
Accrued Interest:	
Reoffering Premium:	
Interest Income:	
Total	470,000

District passed 10 year voted PPEL Levy (FY13-22) on February 7, 2012

Total Principal:	470,000
Total Interest:	15,055
Less Surplus Proceeds:	-2,516
Total Costs:	482,539

(1) Interest Rates are preliminary indication of anticipated rates from UMB Bank as of 02/29/2012

Phyiscal Plant & Equipment Levy (PPEL) Summary

Option 2: Estimated Competitive Sale using actual bond sales results / Assumes Rating Received (No Refinancing)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Adel-DeSoto-Minburn Community School District, Iowa												Voter PPEL Levy: \$ 1.00		
Prepared by: Piper Jaffray & Co.												Board PPEL Levy: \$ 0.33		
												2010 Valuation: 366,839,320		
												Prelim. 2011 Valuation: 385,214,278		

Date	Estimated PPEL Note Issuance					Estimated Revenues			Estimated Other Projects				Less: Debt Payments	Estimated Annual Surplus	Estimated Surplus Balance
	Interest Rate (1)	2012 PPEL Principal Payment	2012 PPEL Interest Payment	Combined PPEL Payment	Estimated Tax Levy	Estimated Voter PPEL Revenues	Estimated Board PPEL Revenues	Total Estimated Revenues	Less: Bus Purchase	Less: Boiler Replacement	Less: Technology Expense	Less: Other Contingency			
5/1/2011															0
11/1/2011															
5/1/2012															
11/1/2012			1,650				121,057	121,057	-100,000	0	0	-20,000	0	1,057	1,057
5/1/2013	0.500%	80,000	1,650	83,300	0.21624	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-83,300	104,035	105,092
11/1/2013			1,450												
5/1/2014	0.500%	100,000	1,450	102,900	0.26712	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-102,900	-15,565	89,527
11/1/2014			1,200												
5/1/2015	0.600%	100,000	1,200	102,400	0.26583	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-102,400	84,935	174,462
11/1/2015			900												
5/1/2016	0.800%	100,000	900	101,800	0.26427	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-101,800	-14,465	159,997
11/1/2016			500												
5/1/2017	1.000%	100,000	500	101,000	0.26219	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-101,000	86,335	246,332
11/1/2017															
5/1/2018						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	233,667
11/1/2018															
5/1/2019						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	321,002
11/1/2019															
5/1/2020						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	308,337
11/1/2020															
5/1/2021						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	395,672
11/1/2021															
5/1/2022						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	383,007
Totals:		480,000	11,400	491,400	0.25513	3,852,143	1,392,264	5,244,407	-1,600,000	0	-2,000,000	-770,000	-491,400	383,007	

EST USES OF FUNDS	2012 PPEL
Techonology Upgrade	450,000
Costs of Issuance:	26,100
Underwriting Costs:	3,456
Deposit to Sinking Fund (a	0
Original Issue Discount:	0
Surplus:	444
Total	480,000

EST SOURCES OF FUNDS	2012 PPEL
GO PPEL Notes	480,000
Accrued Interest:	
Reoffering Premium:	
Interest Income:	
Total	480,000

District passed 10 year voted PPEL Levy (FY13-22) on February 7, 2012

Total Principal:	480,000
Total Interest:	11,400
Less Surplus Proceeds:	-444
Total Costs:	490,956

(1) Interest Rates are rates as received by North Linn CSD at competitive sale on 03/01/2012 (A+ Rating)

Phyiscal Plant & Equipment Levy (PEEL) Summary

Option 3: Estimated Competitive Sale using actual bond sales results / Assumes Rating Received (With Refinancing)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Adel-DeSoto-Minburn Community School District, Iowa												Voter PEEL Levy: \$ 1.00		
Prepared by: Piper Jaffray & Co.												Board PEEL Levy: \$ 0.33		
												2010 Valuation: 366,839,320		
												Prelim. 2011 Valuation: 385,214,278		

Date	Interest Rate (1)	Estimated PEEL Note Issuance				Estimated Revenues			Estimated Other Projects					Estimated Annual Surplus	Estimated Balance
		2012 PEEL Principal Payment	2012 PEEL Interest Payment	Combined PEEL Payment	Estimated Tax Levy	Estimated Voter PEEL Revenues	Estimated Board PEEL Revenues	Total Estimated Revenues	Less: Bus Purchase	Less: Boiler Replacement	Less: Technology Expense	Less: Other Contingency	Less: Debt Payments		
5/1/2011															0
11/1/2011															
5/1/2012							121,057	121,057	-100,000	0	0	-20,000	0	1,057	1,057
11/1/2012			1,638												
5/1/2013	0.500%	75,000	1,638	78,275	0.20320	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-78,275	109,060	110,117
11/1/2013			1,450												
5/1/2014	0.500%	100,000	1,450	102,900	0.26712	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-102,900	-15,565	94,552
11/1/2014			1,200												
5/1/2015	0.600%	100,000	1,200	102,400	0.26583	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-102,400	84,935	179,487
11/1/2015			900												
5/1/2016	0.800%	100,000	900	101,800	0.26427	385,214	127,121	512,335	-200,000	0	-150,000	-75,000	-101,800	-14,465	165,022
11/1/2016			500												
5/1/2017	1.000%	100,000	500	101,000	0.26219	385,214	127,121	512,335	-100,000	0	-150,000	-75,000	-101,000	86,335	251,357
11/1/2017															
5/1/2018						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	238,692
11/1/2018															
5/1/2019						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	326,027
11/1/2019															
5/1/2020						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	313,362
11/1/2020															
5/1/2021						385,214	127,121	512,335	-100,000	0	-250,000	-75,000	0	87,335	400,697
11/1/2021															
5/1/2022						385,214	127,121	512,335	-200,000	0	-250,000	-75,000	0	-12,665	388,032
Totals:		475,000	11,375	486,375	0.25252	3,852,143	1,392,264	5,244,407	-1,600,000	0	-2,000,000	-770,000	-486,375	388,032	

EST USES OF FUNDS	2012 PEEL
Techonology Upgrade	450,000
Costs of Issuance:	18,100
Underwriting Costs:	3,420
Deposit to Sinking Fund (a)	0
Original Issue Discount:	0
Surplus:	3,480
Total	475,000

EST SOURCES OF FUND	2012 PEEL
GO PEEL Notes	475,000
Accrued Interest:	
Reoffering Premium:	
Interest Income:	
Total	475,000

District passed 10 year voted PEEL Levy (FY13-22) on February 7, 2012

Total Principal:	475,000
Total Interest:	11,375
Less Surplus Proceeds:	-3,480
Total Costs:	482,895

(1) Interest Rates are rates as received by North Linn CSD at competitive sale on 03/01/2012 (A+ Rating)



DLR Group

Architecture
Engineering
Planning
Interiors

Adel-Desoto-Minburn High School Stadium Lighting Replacement Adel-Desoto-Minbutn Community School District Adell, Iowa

Project Manual
DLR Project No. 11-12112-00

May 15, 2011

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.



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Project Manual

**Adel-Desoto-Minburn High School
Stadium Lighting Replacement**
Adel-Desoto-Minburn Community School District
Adel, Iowa

DLR Project No. 11-12112-00
Combined Construction

May 15, 2012

DLR Group inc., an Iowa corporation
Architecture Engineering Planning Interiors
6200 Aurora Avenue, Suite 210W, Des Moines, IA 50322-2863
tel 515/276-8097 fax 515/252-0514
desmoines@dlrgroup.com

ADEL-DESOTO-MINBURN HIGH SCHOOL
STADIUM LIGHTING REPLACEMENT
ADEL, IOWA

11-12112-00

SECTION 000101 PROJECT CONTACTS SHEET

ARCHITECT

DLR Group, inc.
6200 Aurora Avenue, Suite 210W
Des Moines, IA 50322-2863
515 276-8097
515 252-0514 (Fax)

Project Manager: Jim Huse, AIA

ELECTRICAL ENGINEER

DLR Group, inc.
520 Nicollet Mall, Suite 200
Minneapolis, MN 55402-1040
612 977-3500
612 977-3600 (Fax)

Electrical Contact: Kelly Artz, PE

END OF SECTION 000101

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END OF SECTION 000110

ADEL-DESOTO-MINBURN HIGH SCHOOL
STADIUM LIGHTING REPLACEMENT
ADEL, IOWA

11-12112-00

DLR Group inc.
Architects - Engineers
6200 Aurora Avenue, Suite 210W
Des Moines, Iowa 50322
Phone: 515/276-8097
Fax: 515/252-0514

ADVERTISEMENT TO BID

NOTICE IS HEREBY GIVEN: Sealed bids will be received by the Board of Directors of the Adel-Desoto-Minburn Community School District at the District Administration Offices, 801 Nile Kinnick Drive South, Adel, Iowa 50003, before 2:00 p.m. local Iowa time, according to the designated clock in the District Administration Office, on Thursday, June 7, 2011 for the Adel-Desoto-Minburn High School Stadium Lighting Replacement project. Bids will be publicly opened and read aloud after 2:00 p.m. in the Adel-Desoto-Middle School Media Center at the same address. All in accordance with the plans and specifications now on file and available at the District Administrative Offices.

The Project consists of removing existing lighting system and replace with new systems for the Stadium at Adel-Desoto-Minburn High School.

Work on the project shall commence as soon as possible after the Notice to Proceed is given and shall be substantially complete on or before August 17, 2012.

Bids must be a lump sum basis.

Bidding Documents may be examined at the office of DLR Group inc., the Architect-Engineer, 6200 Aurora Avenue, Suite 210W, Des Moines, Iowa 50322, and at the following exchanges after May 15, 2012:

CONSTRUCTION UPDATE PLAN ROOM, 521 3rd Ave SW, Suite A, Cedar Rapids, IA 52404
CONSTRUCTION UPDATE PLAN ROOM, 221 Park St., Des Moines, IA 50303
CONSTRUCTION UPDATE PLAN ROOM, 612 Mulberry St., Waterloo, IA 50703
MASTER BUILDERS OF IOWA, 903 6th St., Sioux City, IA 51101
McGRAW HILL DODGE, 2507 Ingersoll Ave., Des Moines, IA 50312
OMAHA BUILDERS EXCHANGE, 4255 S. 94th St., Omaha, NE 68127
PLAINS BUILDERS EXCHANGE, 220 N. Kiwanis Ave., Sioux Falls, SD 57101
REED CONSTRUCTION DATA, 30 Technology Pkwy S., Ste 500, Norcross, GA 30092
SIOUX CITY CONSTRUCTION LEAGUE, 3900 Stadium Dr., Sioux City, IA 51102

Bidders may obtain Bidding Documents at the office of the Printer, Action Reprographics, 1423 High Street, Des Moines, Iowa 50309, 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, upon depositing the sum of fifty dollars (\$50.00) for each set of the Construction Documents. Checks shall be made out to DLR Group inc. The entire deposit will be refunded to bona fide Bidders upon the return of the Documents, in good condition to Action Reprographics, with-in thirty (30) days after the Bid opening. 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.

ADEL-DESOTO-MINBURN HIGH SCHOOL
STADIUM LIGHTING REPLACEMENT
ADEL, IOWA

11-12112-00

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.

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.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accord with the Instructions to Bidders.

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, preference will be given to products and provisions grown and/or produced within the State of Iowa, and preference will be given to Iowa domestic labor as provided in the Code of Iowa.

The Board of Directors may make the award to the lowest responsive, responsible bidder meeting specifications. The right is reserved to reject any or all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interests of the Adel-Desoto-Minburn Community School District.

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

Secretary
Board of Directors
Adel-Desoto-Minburn Community School District
Adel, Iowa

END OF SECTION 001113

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 of Bidding Documents may be obtained from the Printer, Action Reprographics, 1423 High Street, Des Moines, Iowa 50309, 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, upon depositing the sum of fifty dollars (\$50.00) for each set of Documents. The entire deposit will be refunded to bona fide Bidders upon the return of the Documents, in good condition, within thirty (30) days after the Bid opening. 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.

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 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.

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 and existing buildings may be examined after checking in with Mr. Doug Gee, Activities Director, at (515) 993-4283.

IB.03.2 SALES AND USE TAX: The bidder 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 Cash or a certified check, cashier's check, money order, bank draft or certified share draft payable to Adel-Desoto-Minburn 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 his Bid, the Bidder refuses to enter into a contract or fails to furnish bonds, 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, February 1970 or later 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, the specified time has elapsed so that Bids may be withdrawn, or all Bids have been rejected.

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.
- .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 Bid may not be modified, withdrawn, or canceled by the Bidder until sixty (60) days after the time and date for receipt of Bids.
- .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 or by telegram. If by telegram, 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.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 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 the 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 accord 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, with the following modifications to the Payment Bond:

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.

END OF SECTION 002113

DOCUMENT 003132 - GEOTECHNICAL DATA

1.1 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. A geotechnical investigation report for Project, prepared by **<Insert agency or firm name>**, dated **<Insert date of report>**, is available for viewing as appended to this Document.
- C. Related Requirements:
 - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

ADEL-DESOTO-MINBURN HIGH SCHOOL
STADIUM LIGHTING REPLACEMENT
ADEL, IOWA

11-12112-00

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

Adel-Desoto-Minburn High School Stadium Lighting Replacement
Adel, Iowa
Project No. 11-12112-00
Issue Date: May 15, 2012

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
Adel-Desoto-Minburn Community School District
801 Nile Kinnick Drive South
Adel, Iowa 50003

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 _____

ADEL-DESOTO-MINBURN HIGH SCHOOL
STADIUM LIGHTING REPLACEMENT
ADEL, IOWA

11-12112-00

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 Contract for the Adel-Desoto-Minburn High School Stadium Lighting Replacement 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 the Work on or before August 17, 2012.

LUMP SUM BASE BID A (Musco Light-Structure Green™ System): 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 (GE Sports Lighting Powerspot III Newglare "SLGC" with Spill/Glare control): 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 (Hubbel Sportsliter System SLS eries with Spill/Glare control): 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.)

ADEL-DESOTO-MINBURN HIGH SCHOOL
STADIUM LIGHTING REPLACEMENT
ADEL, IOWA

11-12112-00

LUMP SUM BASE BID D (Qualite PRO-Series with Spill/Glare control): 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 E (Universal Sports Lighting Allstar): 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.)

The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders.

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 _____, 20____

Name of Bidder

Address of Bidder

Authorized Officer

Area Code/Telephone Number

END OF SECTION 004113

SECTION 004325 SUBSTITUTION REQUEST FORM (DURING PROCUREMENT)

To: DLR Group, inc.
6200 Aurora Avenue, Suite 210W
Des Moines, Iowa 50322
(515) 276-8097
(515) 252-0514 (Fax)

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

Section Name and Number	Page No.	Article, Paragraph, Subparagraph	Specified Item
-------------------------	----------	----------------------------------	----------------

Proposed Substitution: _____

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

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

B. Will the undersigned pay for changes to the building design, including engineering and drawing cost, caused by the requested substitution? Yes _____ No. _____. _____

C. Differences between proposed substitution and specified item. _____

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

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

Submitted by: _____

O n l y

Signature: _____

Firm: _____

Address: _____

Date: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

F o r A r c h i t e c t ' s U s e

____ Accepted _____ Accepted as noted

____ Not Accepted _____ Received too late

By: _____

Date: _____

Remarks: _____

Approved substitutions will be set forth in an addendum, substitution request forms will not be returned to Bidders.

END OF SECTION 004325

SUBSTITUTION REQUEST FORM (DURING PROCUREMENT)

004325-1

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, 41 pages, 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 101, 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.

ARTICLE 2

OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Add the following sentences to the end of Subparagraph 2.2.2:

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

Modify second sentence of Paragraph 2.4 as follows:

After the words "Owner's expenses" add the words ", including reasonable attorneys fees,".

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.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following sentence to the end of Subparagraph 3.2.1:

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.

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:

Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner.

Add to Paragraph 3.4 the following Subparagraphs 3.4.4 and 3.4.5:

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.

3.6 TAXES

Add to Paragraph 3.6 the following Subparagraphs 3.6.1 through 3.6.3:

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-sub contractors 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-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.

3.6.3 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 PERMITS, FEES AND NOTICES

Modify Subparagraph 3.7.5:

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 to Paragraph 3.7 the following Subparagraph 3.7.6:

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.

3.9 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,".

Delete Subparagraph 3.10.2 in its entirety and substitute the following:

3.10.2 The Contractor shall prepare and keep current, for the Architect's review, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

Add to Paragraph 3.10 the following Subparagraph 3.10.4:

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.

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.

Add to Paragraph 3.12 the following Subparagraph 3.12.11:

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 to Paragraph 3.13 the following Subparagraphs 3.13.1 through 3.13.3:

3.13.1 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. 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.

3.13.2 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).

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

3.15 CLEANING UP

Add to Paragraph 3.15 the following Subparagraph 3.15.3:

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

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: 6200 Aurora Avenue, Suite 210W, Des Moines, Iowa 50322

Business Telephone No.: (515) 276-8097

Fax No.: (515) 252-0514

Email: desmoines@dlrgroup.com

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

Modify Subparagraph 4.2.3:

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:

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...".

ARTICLE 5

SUBCONTRACTORS

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

Modify Subparagraph 5.2.1

In the second line, 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.

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 to Paragraph 6.1 the following Subparagraph 6.1.5:

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

ARTICLE 7

CHANGES IN THE WORK

7.2 CHANGE ORDERS

Add to Paragraph 7.2 the following Subparagraph 7.2.2:

7.2.2 The forms used to process a Change Order will include AIA Document G701, Change Order.

7.3 CONSTRUCTION CHANGE DIRECTIVES

Modify Subparagraph 7.3.2

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

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

Delete the period at the end of the first sentence and insert the phrase "or the date of the Notice to Proceed, whichever occurs later."

8.3 DELAYS AND EXTENSION OF TIME

Add the following sentences to the end of Paragraph 8.3.1:

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

9.3 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 Hartley-Melvin-Sanborn 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 the following clause 9.3.3.1 to 9.3.3:

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

Delete Subparagraph 9.5.3 in its entirety.

9.6 PROGRESS PAYMENTS

Add to Subparagraph 9.6.1 the following Clause 9.6.1.1:

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.

Delete the first two sentences of Paragraph 9.6.4.

Add to Paragraph 9.6 the following Subparagraph 9.6.8:

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:

Delete the period at the end of the Subparagraph and insert the phrase ", 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 to Paragraph 9.8 the following Subparagraphs 9.8.6 and 9.8.7:

9.8.6 The Contractor shall reimburse the Owner for the Architect's additional services made necessary by the Contractor's failure to finally complete the Work within sixty (60) days after the date specified in the Contract Documents for Project Substantial Completion. The provisions of Paragraph 8.3, Delays and Extension of Time, shall apply to this Subparagraph. Unless otherwise required by Iowa law, final payment shall be released no earlier than thirty-one (31) days after completion and final acceptance by the Owner of all Work required by the Contract.

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

Add to Paragraph 9.10 the following Subparagraph 9.10.6:

9.10.6 Final payment will be made not earlier than 31 days following approval by the Fort Madison Community School District Board of Directors at a regularly scheduled Board Meeting, receipt of all Lien Waiver 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 attorneys fees) it incurred as a result of any Chapter 573 Claims filed on the project.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add to Subparagraph 10.2.4 the following clause 10.2.4.1:

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.

10.3 HAZARDOUS MATERIALS

Add to Subparagraph 10.3.1 the following Clause 10.3.1.1:

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 to Paragraph 10.4 the following Subparagraph 10.4.1:

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

ARTICLE 11

INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 To this Subparagraph, add the following Clauses 11.1.1.9 and 11.1.1.10:

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 Injury Liability with Employment Exclusion deleted
- .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 location

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 to Subparagraph 11.1.2 the following Clauses 11.1.2.1 and 11.1.2.2:

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

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:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Aggregate
 - (b) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
 - (c) Products and Completed Operations to be maintained for 2 years after final payment.
 - \$2,000,000 Aggregate
 - (d) Property Damage Liability shall provide X, C and U coverage.
 - (e) Broad Form Property Damage Coverage shall include Completed Operations.
- .3 Contractual Liability:
- (a) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
 - (b) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
- .4 Personal Injury, with Employment Exclusion deleted:
 - \$1,000,000 Aggregate
- .5 Business Auto Liability (including owned, non-owned, hired vehicles, and scheduled):
- (a) Bodily injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Occurrence
 - (b) Property Damage:
 - \$1,000,000 Each Occurrence
- .6 Umbrella Excess Liability:
- (a) \$3,000,000 over primary insurance
 - (b) \$10,000 retention for self-insured hazards each occurrence
7. Insurance Certificates — Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the school. These insurance policies shall not be canceled without at least 10 days prior written notice to School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the school prior to the commencement of this lease.
8. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

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 AIA 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 Hartley-Melvin-Sanborn 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. This property insurance is written with a deductible of \$1000.00.

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 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.

13.6 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 573.12 and Section 74A.2, Code of Iowa.

13.7 TIME LIMITS ON CLAIMS

Modify paragraph 13.7:

Delete the number "10" and in lieu thereof insert the number "15" for the years.

Add the following Paragraph 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, color, religion, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental disability. The Contractor shall comply with all applicable federal, state and local, laws, rules, regulations, ordinances, policies and procedures, including the Hartley-Melvin-Sanborn Community School District policies and procedures. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

13.8.2 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.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

Delete the first sentence of Subparagraph 14.2.4 and substitute the following:

If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and expenses incurred by the Owner, including reasonable attorneys fees, such excess shall be paid to the Contractor.

ARTICLE 15

CLAIMS AND DISPUTES

15.2 INITIAL DECISION

Add the following words to the end of Subparagraph 15.2.5:

process mutually agreeable to the parties involved in the dispute but shall not be required and shall not preclude litigation by any of the parties involved."

Delete Subparagraph 15.2.6 and substitute the following:

15.2.6. Either party may file for mediation of an initial decision at any time.

Delete Subparagraphs 15.2.7, and 15.2.8 in their entirety.

15.3 MEDIATION

Delete Subparagraph 15.3.1 and substitute the following:

15.3.1. Upon mutual agreement of the parties, claims, disputes or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Subparagraphs 9.10.4, 9.10.5, and 15.1.6, may be mediated as a condition precedent to binding dispute resolution.

Add the following words to the beginning of Subparagraph 15.3.2 and delete the last sentence in its entirety:

If mediation is mutually agreed to, the parties shall

15.4 ARBITRATION

Delete Subparagraphs 15.4.1, 15.4.1.1, 15.4.2, 15.4.3 in their entirety and add the following Subparagraph 15.4.1.

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

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 of Bidding Documents may be obtained from the Printer, Action Reprographics, 1423 High Street, Des Moines, Iowa 50309, 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, upon depositing the sum of fifty dollars (\$50.00) for each set of Documents. The entire deposit will be refunded to bona fide Bidders upon the return of the Documents, in good condition, within thirty (30) days after the Bid opening. 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.

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 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.

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 and existing buildings may be examined after checking in with Mr. Doug Gee, Activities Director, at (515) 993-4283.

IB.03.2 SALES AND USE TAX: The bidder 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 Cash or a certified check, cashier's check, money order, bank draft or certified share draft payable to Adel-Desoto-Minburn 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 his Bid, the Bidder refuses to enter into a contract or fails to furnish bonds, 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, February 1970 or later 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, the specified time has elapsed so that Bids may be withdrawn, or all Bids have been rejected.

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.
- .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 Bid may not be modified, withdrawn, or canceled by the Bidder until sixty (60) days after the time and date for receipt of Bids.
- .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 or by telegram. If by telegram, 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.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 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 the 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 accord 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, with the following modifications to the Payment Bond:

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.

END OF SECTION 002113

ADEL-DESOTO-MINBURN HIGH SCHOOL
STADIUM LIGHTING REPLACEMENT
ADEL, IOWA

11-12112-00

DLR Group inc.
Architects - Engineers
6200 Aurora Avenue, Suite 210W
Des Moines, Iowa 50322
Phone: 515/276-8097
Fax: 515/252-0514

ADVERTISEMENT TO BID

NOTICE IS HEREBY GIVEN: Sealed bids will be received by the Board of Directors of the Adel-Desoto-Minburn Community School District at the Board Room of the District Administrative Offices, 801 Nile Kinnick Drive South, Adel, Iowa 50003, before 2:00 p.m. local Iowa time, according to the designated clock in the District Administration Office, on Tuesday, June 5, 2012 for the Adel-Desoto-Minburn High School Stadium Lighting Replacement project ("Project"). Bids will be publicly opened and read aloud after 2:00 p.m. in the Adel-Desoto-Middle School Media Center at the same address. All in accordance with the plans and specifications now on file and available at the District Administrative Offices. All interested parties are invited to attend.

The Project consists of removing existing lighting system and replace with new systems for the Stadium at Adel-Desoto-Minburn High School.

Work on the Project shall commence as soon as possible after the Notice to Proceed is given and shall be substantially complete on or before August 17, 2012.

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

Bidding Documents may be examined at the office of DLR Group inc., the Architect-Engineer, 6200 Aurora Avenue, Suite 210W, Des Moines, Iowa 50322, at the Board Secretary, at the Board Secretary's Office of the Adel-Desoto-Minburn Community School District, 801 Nile Kinnick Drive South, Adel, Iowa, and at the following exchanges after May 15, 2012:

CONSTRUCTION UPDATE PLAN ROOM, 521 3rd Ave SW, Suite A, Cedar Rapids, IA 52404
CONSTRUCTION UPDATE PLAN ROOM, 221 Park St., Des Moines, IA 50303
CONSTRUCTION UPDATE PLAN ROOM, 612 Mulberry St., Waterloo, IA 50703
MASTER BUILDERS OF IOWA, 903 6th St., Sioux City, IA 51101
McGRAW HILL DODGE, 2507 Ingersoll Ave., Des Moines, IA 50312
OMAHA BUILDERS EXCHANGE, 4255 S. 94th St., Omaha, NE 68127
PLAINS BUILDERS EXCHANGE, 220 N. Kiwanis Ave., Sioux Falls, SD 57101
REED CONSTRUCTION DATA, 30 Technology Pkwy S., Ste 500, Norcross, GA 30092
SIOUX CITY CONSTRUCTION LEAGUE, 3900 Stadium Dr., Sioux City, IA 51102

Bidders may obtain Bidding Documents at the office of the Printer, Action Reprographics, 1423 High Street, Des Moines, Iowa 50309, 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, upon depositing the sum of fifty dollars (\$50.00) for each set of the Construction Documents. Checks shall be made out to DLR Group inc. The entire deposit will be refunded to bona fide Bidders upon the return of the Documents, in good condition to Action Reprographics, with-in fourteen (14) days after award of the Project. 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.

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.

Bids must be submitted on the approved bid form available in the Bidding Documents. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

Bidders will be required to provide a security deposit, in the form of an approved Bid Bond, cashiers or certified check, or certified share draft in the amount of five percent (5%) of the amount of the bid, in a separate attached envelope as outlined in the Instruction to Bidders. Bid security shall be made payable to the Adel-Desoto-Minburn Community School District.

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 forty-five (45) calendar days after the date and hour set for opening of bids.

Consideration of the bids received and the award of contracts or other action may be made by the Board of Directors of the Adel-Desoto-Minburn Community School District upon the proposals received in accordance with the law and the plans and specifications at its meeting to be at 6:00 o'clock on June 11th, 2012, in the Board Room of the Adel-Desoto-Minburn Community School District, located at 801 Nile Kinnick Drive South, Adel, Iowa.

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, and to enter into such contract or contracts as shall be deemed in the best interests of the Adel-Desoto-Minburn 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.

ADEL-DESOTO-MINBURN HIGH SCHOOL
STADIUM LIGHTING REPLACEMENT
ADEL, IOWA

11-12112-00

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, preference will be given to products and provisions grown and/or produced within the State of Iowa, and preference will be given to Iowa domestic labor as provided in the Code of Iowa.

All bids will be governed by applicable provisions in the Iowa Code and Adel-Desoto-Minburn Community School Board Policies.

Secretary
Board of Directors
Adel-Desoto-Minburn Community School District
Adel, Iowa

END OF SECTION 001113