

# PROJECT MANUAL

**PROJECT NAME:**

## Terrace Hill Carriage House Roof Replacement

**PROJECT ADDRESS:**

2300 Grand Avenue  
Des Moines, Iowa 50312

**PROJECT DATE:** February 13, 2025

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**OWNER:**

Iowa Department of Administrative Services  
109 Southeast 13<sup>th</sup> Street  
Des Moines, Iowa 50319



**OWNER PROJECT NUMBER:** 9449.00

**OWNER REQUEST FOR BID NUMBER:** RFB944900-01

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**CONSTRUCTION MANAGER:**

DCI Group, Inc.  
220 SE 6<sup>th</sup> Street, #200  
insert CM logo here  
Des Moines, IA 50309



**CONSTRUCTION MANAGER PROJECT NUMBER:** 24-045

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**ARCHITECT:**

OPN Architects  
100 Court Avenue, Suite 100  
Des Moines, IA 50309



**ARCHITECT PROJECT NUMBER:** 24854000

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**SECTION 00 01 07 - SEALS PAGE**

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**ARCHITECT OF RECORD**  
**OPN Architects, INC.**



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Architect under the laws of the State of Iowa.

Danielle Hermann, AIA

\_\_\_\_\_  
Signature

Registration expires 06/30/2026

Iowa Reg No. 06034

Pages or sheets covered by this seal: all Architectural Sheets listed in 00 0115 List of Drawing Sheets.

Divisions: all Architectural Sections listed in the specifications document

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**END OF SECTION**

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**9449.00 - DAS TH Carriage House Roof Replacement**

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**SECTION 00 0116**

**BID SUBMITTAL CHECKLIST**

**PART 1 - GENERAL**

**1.01 BID SUBMITTAL CHECKLIST**

- A. The Bidder is responsible to see that the bid is submitted online at [IMPACS Electronic Procurement System](#) on or before the due date and time specified. Late bids shall not be accepted.
- B. Bids shall be typewritten or in ink. All information requested shall accompany the bid. All blocks shall be completed. Errors shall be lined out and initialed.
- C. The right is reserved to reject any or all bids. The State may waive minor deficiencies or informalities in the best interest of the State of Iowa.
- D. A properly prepared and submitted bid document is the bidder's responsibility.
- E. Bids cannot be changed after the bid opening.
- F. In all cases, no verbal communications by any party will override written communications from the issuing office.
- G. The Bid Form shall be completed in full and signed and submitted by an officer of the bidder with authority to bind in a contract.
- H. If Bid Bond is called for, it shall accompany the Bid submission.
- I. If Non-discrimination Clause information is called for, it shall accompany the Bid submission.
- J. If Targeted Small Business Pre-bid Contact information is called for, it shall accompany the Bid submission.
- K. If Certificate of Site Visit form is called for, it shall accompany the Bid submission.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

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**SECTION 00 1113**  
**NOTICE TO BIDDERS**  
**RFB 944900-01**

The Iowa Department of Administrative Services will be receiving bids for the replacement of existing wood shingled roof and EPDM roof at the Terrace Hill Carriage House, Des Moines, 50312.

The Iowa Department of Administrative Services anticipates construction onsite to begin by July 02, 2025 and end by August 06, 2025.

Bids must be received no later than **2:00 pm, Thursday, March 13, 2025**. Late bids will not be considered. Bids shall be submitted on [IMPACS Electronic Procurement System](#). The Bid shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

**Bid Opening**

The time and place of bid opening will be held at [meet.google.com/jbq-iwca-une](https://meet.google.com/jbq-iwca-une) and teleconference number +1 971-206-4755 Pin: 367208413# at 3:00 pm on March 13, 2025.

The Iowa Department of Administrative Services reserves the right to reject any and all bids, and to waive irregularities and to accept a bid that is deemed in the best interest of the State of Iowa.

Bidders must comply with all affirmative action/equal employment opportunity provisions of the State of Iowa and the Federal Government.

This project is exempt from Iowa Sales Tax. Davis Bacon Wages **will not** apply to this project.

Questions must be submitted by 2:00 pm, March 5, 2025, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by 2:00 pm, March 5, 2025, prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as "or equal," "equal to," "equivalent to," or "basis of design," unless otherwise noted.

An **optional** Pre-Bid meeting will be held on Wednesday, February 26, 2025 at 11:00 am at the parking area at the south side of the Carriage House. This meeting is not mandatory but is highly recommended.

Bidding Documents, including drawing sheets bearing the project name 9449.00 - DAS TH Carriage House Roof Replacement, dated 2/13/2025 and the Project Manual prepared by OPN Architects dated 02/13/2025, may be obtained from Beeline and Blue by visiting [www.beelineandblue.com](http://www.beelineandblue.com) or by calling (515) 244-1611 on February 21<sup>st</sup>, 2025.

For further information regarding this project contact:

Katelyn Howells – Issuing Officer

Phone: (515) 721-7856

E-Mail: [construction.procurement@iowa.gov](mailto:construction.procurement@iowa.gov)

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**SECTION 00 2113**  
**INSTRUCTIONS TO BIDDERS**  
**RFB #944900-01**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Description
- B. Owner
- C. State Agency Representatives and Contacts
- D. Proposal Form and Submissions
- E. Taxes
- F. Alternate Bids
- G. Drawings
- H. Bid Security
- I. Due Date and Time for Receipt of Bids
- J. Commencement and Completion Date
- K. Site Visit
- L. Pre-bid Meeting
- M. Questions
- N. Addenda and Interpretations of the Contract Documents
- O. Substitutions
- P. Obligation of Bidder
- Q. Public Records and Requests for Confidential Treatment
- R. Withdrawal of Bid
- S. Bid Closing
- T. Basis of Bids
- U. Informalities/Rejection of Bids
- V. Consideration of Bids
- W. Preference
- X. Qualifications
- Y. Insurance
- Z. Form of Agreement between Owner and Contractor
- AA. Execution of Contract
- BB. Laws and Regulations
- CC. Contract Documents and Order of Precedence
- DD. Conditions of the Work
- EE. Subcontracts
- FF. Project Manual/Drawings

**1.02 PROJECT DESCRIPTION**

- A. Project Description: Replacement of existing wood shingled roof and EPDM roof at the Terrace Hill Carriage House in Des Moines, IA.

**1.03 OWNER**

- A. State of Iowa, Department of Administrative Services, 109 SE 13th St, Des Moines, IA 50319

**1.04 STATE AGENCY REPRESENTATIVES AND CONTACTS**

- A. PURCHASING AGENT: Purchasing Agent – Issuing Officer, State of Iowa, Department of Administrative Services, Hoover State Office Building, 3<sup>rd</sup> floor, 1305 East Walnut Street, Des Moines, IA 50319-0105, Phone: 515-823-9327; email: [construction.procurement@iowa.gov](mailto:construction.procurement@iowa.gov)
- B. OWNER REPRESENTATIVE: James Trower, State of Iowa, Department of Administrative Services, 109 SE 13<sup>th</sup> Street, Des Moines, IA 50319, Phone: 515-380-8049; email: [james.trower@iowa.gov](mailto:james.trower@iowa.gov).
- C. ON-SITE COORDINATOR: Molly Thompson, Administrator, Terrace Hill, 2300 Grand Avenue, Des Moines, IA 50312 Phone: 515-491-1939; email: [molly.thompson@governor.iowa.gov](mailto:molly.thompson@governor.iowa.gov)
- D. CONSTRUCTION MANAGER CONTACT: Michael Steen, DCI Group, Inc., 220 SE 6<sup>th</sup> Street, #200, Des Moines, IA 50309 Phone: 515-975-8348; email: [michaels@dcigroup-us.com](mailto:michaels@dcigroup-us.com)
- E. DESIGN PROFESSIONAL CONTACT: Scott Allen, OPN Architects, 100 Court Ave., Suite 100, Des Moines, IA 50309 Phone: 515-229-1319; email: [sallen@opnarchitects.com](mailto:sallen@opnarchitects.com)

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION**

**3.01 PROPOSAL FORM AND SUBMISSION**

- A. A properly prepared and submitted bid is the bidder’s responsibility. Bids are to be made in accordance with these Instructions to Bidders and items included on the Bid submission. Failure to comply may be cause for rejection.
- B. The Bid is to consist of the required Bid information, together with the other information specified below to be submitted with the Bid, in which copies are included with these Bidding Documents.
  - 1. The total bid package submitted is required to include the following:
    - a. An online submission including:
      - 1) Required Bid Form (To be uploaded online)
      - 2) Required Non-discrimination Clause Information
      - 3) Required Targeted Small Business Pre-bid Contact Information
      - 4) Bid Security (documentation provided by Bidder) (To be uploaded online) (Required)
      - 5) Certification of Site Visit (To be uploaded online if Pre-Bid is Mandatory)
- C. Include the amount for performing all work described in the drawings and specifications for Base Bid and for each Alternate Bid requested.
- D. Acknowledge receipt of all Addenda issued, where so indicated on the Bid Form
- E. All required information to be submitted, by an officer of the company having authority to bind the company in a contract.
- F. Commencement of the work of the contract shall begin with the Contractor’s receipt of a fully executed contract (signed by both parties).
- G. The Owner reserves the right to award a contract for Base Bid only, or for Base Bid in combination with any, or all, identified Alternate Bids. The Owner reserves the right to award a contract for individual Bid Packages, or any combination of Bid Packages. Each Bidder must comply with all of the General Requirements of the project and any requirements of the Project manual that apply to their scope of work.
- H. The company’s Federal I.D. Number and the Iowa Contractors Registration Number shall be included in the Bid Form.
- I. Unless indicated otherwise, the Bid shall be for a single responsibility contract for all work as indicated on the Drawings and specified in the Project Manual, and shall be a lump sum amount. If no change in the Base Bid amount is required with respect to consideration of a particular Alternate Bid, enter “No Change” in the blank for that Alternate Bid.
- J. Where so requested, provide Unit Prices for the designated types of work and in the units specified, in which the Unit Prices would be used as adjustments to the quantities described in the instructions as the basis for the Base Bid and any Alternate Bid work. A Unit Price would be

applicable in the event the Owner should request additional work of that type beyond the extent and quantity that has been established as the scope of the work by graphic delineation and notations on the Drawings, or by otherwise stipulating in the Bidding Documents a numerical quantity of the work, for the Bidder's use in determining the lump sum bid amount for the Base Bid and any requested Alternate Bid containing such work. The Unit Prices shall also be used to adjust the Contract Amount for actual quantities of work involved when the work subject to Unit Price adjustment differs by being less in quantity than that contemplated by the original scope of work for the respective Base Bid or Alternate Bid.

- K. Completed State of Iowa Nondiscrimination Clause information and Subcontractor Targeted Small Business Enterprise Pre-Bid Contact Information, included in these Bidding Documents, are to accompany the Bid submission. Bidders shall comply with all affirmative action/equal opportunity provisions of State and Federal laws. The Owner seeks to provide opportunities for Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa.
- L. All Bid information is to be submitted online. Any required Bid Security shall be provided, in the form and amount specified elsewhere in these Instructions to Bidders, at the time of submission of the Bid. When a site visit is mandatory as specified elsewhere in these Instructions to Bidders, and a Certificate of Site Visit is required to be submitted with the Bid as evidence of such visit having occurred for purposes of observing the conditions of the site and the work proposed therein, the Certificate shall be uploaded with the bid submission.

### **3.02 TAXES**

- A. In accordance with Section 423 of the Code of Iowa and 701-19 of the Iowa Administrative Rules, Iowa Construction Sales Tax Exemption Certificates for this project will be issued. Do not include Iowa sales tax or use tax, or any local option sales tax, on construction materials in determining your bid prices. The successful Contractor will be required to notify the Department of Administrative Services project manager of all Subcontractors within forty-eight (48) hours after the published date and time by which bids must be submitted. Information on the Contractor and each Subcontractor shall include the firms' name, address, contact person, federal tax identification number, and the Iowa contractor registration number. For the Contractor and each Subcontractor, designate the type of trade or category of work that is to be provided on the project. The Construction Manager for the Department of Administrative Services must be informed when any Subcontractor is added to the project. Following receipt of the information, the Construction Manager for the Department of Administrative Services will arrange to have an authorization letter and certificate (please see sample, included in the Project Manual) issued on behalf of the Contractor and each Subcontractor and will forward the documents to the Contractor for distribution and use by each in purchasing construction materials for this project. Certificates issued for this project shall be used for tax-exempt purchasing construction materials for this project only.

### **3.03 ALTERNATE BIDS**

- A. Bidders are to bid all Alternates requested on the Bid Form. Alternates quoted will be reviewed and accepted or rejected at the option of the Department of Administrative Services. Accepted Alternates will be identified in the Owner-Contractor agreement. Indicate the price for Alternates described, as shown on the Drawings and specified in the Project Manual, and identify in the correct location on the Bid Form.

### **3.04 DRAWINGS AND PROJECT MANUAL**

- A. Drawings and Project Manual are specified in the Notice to Bidders or any extension thereof made by Addendum.

### **3.05 BID SECURITY**

- A. Each Bid shall be accompanied by Bid Security.



- B. The Bid Security shall be in the form of a Bid Bond, Certified check, or Cashier's check in an amount not less than five percent (5%) of the maximum value of the Bid, including any additive Alternates. NOTE: Checks other than Certified checks and Cashier's checks will not be accepted. Bonds shall be issued by a bonding company licensed to transact business in the State of Iowa. The Attorney in Fact who signs the Bond shall file with the Bond a certified and effectively dated copy of their Power of Attorney. The Bid Security shall be made payable to the Iowa Department of Administrative Services, and shall accompany the Bid. If a Bid Bond is not used, copies of Certified checks or Cashier's checks must be uploaded and hand delivered, in a sealed envelope, or mailed upon request. The Bid Security shall serve as a guarantee that a Bidder who is offered a contract will enter into an Agreement with the State of Iowa and will file an approved surety company's Performance Bond, Payment Bond and the Insurance Certificates as evidence of the required Insurance prior to execution of the contract. Upon failure to comply, the Bid Security shall be forfeited as liquidated damages. The governmental entity shall retain the bid security furnished by the successful bidder until the approved contract form has been fully executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and the contract and bond have been approved by the governmental entity. The provisions of chapter 573, where applicable, apply to contracts awarded under this chapter. The governmental entity shall promptly return the checks or bidder's bonds of unsuccessful bidders to the bidders once the Notice of Intent to Award is issued.

### **3.06 DUE DATE AND TIME FOR RECEIPT OF BIDS**

- A. Properly completed Bids shall be submitted online through [IMPACS Electronic Procurement System](#), no later than the time and date specified in the Notice to Bidder or any extension thereof made by Addendum. Written, emailed, oral or telephonic Bids are invalid, and will not receive consideration. The Bidder shall assume full responsibility for the timely online submission of the Bid. Late bids will not be accepted.

### **3.07 COMMENCEMENT AND COMPLETION DATES**

- A. Commencement of the Work of the Contract shall be the day of receipt by the selected Contractor of the fully-executed contract. Final completion of the Work of the contract shall be acknowledged as a part of the Contractor's proposal.

### **3.08 SITE VISIT**

- A. A site visit by the prospective bidder is highly recommended at the time of the Pre-Bid Meeting of this project.

### **3.09 PRE-BID MEETING**

- A. Pre-Bid Meeting will be specified in the Notice to Bidders or any extension thereof made by Addendum.

### **3.010 QUESTIONS**

- A. Questions on this project may be raised and discussed at the time of the Pre-Bid Meeting or by submitting in writing to the issuing officer as specified in the Notice to Bidders or any extension thereof made by Addendum.

### **3.011 ADDENDA AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS**

- A. Any person contemplating submitting a proposal for the proposed Contract, who is in doubt as to the true meaning of any part of the Bidding Documents, shall submit a written request for an interpretation thereof. The person submitting a request will be responsible for its prompt delivery. Every request for such interpretation should reference the Bid Number specified in the Bidding Documents, and shall be made in writing (email preferred). Questions shall be submitted to the

previously identified Purchasing Agent for the Department of Administrative Services. To be given consideration, requests shall be received as specified in the Notice to Bidders or any extension thereof made by Addendum. Replies, which revise or correct the Bidding Documents, or provide necessary clarifications, will be issued in the form of a written Addendum to the Bidding Documents. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes. The Bidder is to include any resultant cost changes in the Bid Sum. Addenda will be posted electronically at the respective bid site where the bid is initially posted. Acknowledgment by the Bidder of each issued Addendum shall be noted in the location so indicated on the Bid. All Addenda issued shall become part of the Contract Documents.

### **3.012 SUBSTITUTIONS**

- A. Where the Bidding Documents stipulate a specific product be provided by naming one or more manufacturer and model, a substitute product will be considered when a written request is received as specified in the Notice to Bidders or any extension thereof made by Addendum prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as “or equal,” “equal to,” “equivalent to,” or “basis of design,” unless otherwise noted. Substitution requests shall be emailed to the Issuing Officer at the email address provided in Instructions to Bidders Section 1.04.

### **3.013 OBLIGATION OF BIDDER**

- A. It shall be the responsibility of each Bidder contemplating the submission of a Bid for the proposed Contract to fully acquaint himself/herself with conditions at the work site, project requirements, and to become acquainted thoroughly with the work, and all conditions that may be related to it. No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item that could have been revealed by a thorough on-site inspection and examination.
- B. By submission of a Bid, it shall be understood that the Bidder assures that he/she has reviewed and is thoroughly familiar with the project requirements, contract conditions and supplementary conditions, the drawings, specifications, addenda, and that the bidder is aware of the conditions existing at the site that may relate to the work of this project. Failure of any Bidder to examine any form, document, or other instrument shall in no way relieve the Bidder from any obligation in respect to his/her Bid.

### **3.014 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT**

- A. The Agency’s release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein AND the information is confidential under Iowa or other applicable law.
- B. A Contractor requesting confidential treatment of specific information must: (1) fully complete Form 22 (Available at <https://das.iowa.gov/sites/default/files/procurement/pdf/Form%2022-ConfidentialityRequest-RFB.pdf>), (2) identify the request in the transmittal letter with the Contractor’s Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) submit a “Public Copy” from which the confidential information has been excised.
- C. Form 22 will not be considered fully complete unless, for each confidentiality request, the Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person

- authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.
- D. The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.
  - E. **Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**
  - F. If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

### **3.015 WITHDRAWAL OF BID**

- A. A Bid may be modified or withdrawn only before the time and date for receipt of Bids. Said request for modification or withdrawal of a bid must be completed online through [IMPACS Electronic Procurement System](#). A Bid shall remain valid for consideration by the Owner for the following period(s) of time after the date specified for receipt of Bids, or until such time following that period that the apparent low bidder requests in writing that the Bid be withdrawn, after which the Bid may be withdrawn without forfeiture of any required Bid Security. The Bid shall be valid for not less than thirty (30) calendar days after the date Bids are specified to be due. With the approval of the Department of Administrative Services, a bid may be withdrawn after opening, but only if the bidder provides prompt written notification that adequately documents the commission of an honest error that may cause undue financial loss.

### **3.016 BID OPENING**

- A. All bids received on or before the due date and time specified in the Notice to Bidder or any extension thereof made by Addendum will be opened and the name of the Bidder and the amount of their Bid will be announced.

### **3.017 BASIS OF BIDS**

- A. The Bidder shall include all additional documents or appendices that are requested to be submitted concurrent with the Bid submission; failure to comply may be cause for rejection.
- B. In accordance with Iowa law, Section 8A.311: A bidder, to be considered for an award of a state construction contract, shall disclose to the state agency awarding the contract the names of all subcontractors and suppliers who will work on the project being bid, within forty-eight (48) hours after the published date and time by which bids must be submitted. A bidder shall not replace a subcontractor or supplier disclosed without the approval of the state agency awarding the contract.
  - 1. A bidder, prior to an award or who is awarded a state construction contract, shall disclose all of the following, as applicable:

- a. If a subcontractor or supplier disclosed (under the preceding) by a bidder is replaced, the reason for replacement and the name of the new subcontractor or supplier;
  - b. If the cost of work to be done by a subcontractor or supplier is changed or if the replacement of a subcontractor or supplier results in a change in the cost, the amount of the change in cost.
  - c. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.
- C. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must:
- 1. Be registered in the State of Iowa and have an Iowa Contractor's Registration number, and
  - 2. Be acceptable to the Owner.

### **3.018 INFORMALITIES/ REJECTION OF BIDS**

- A. The Iowa Department of Administrative Services reserves the right to waive any irregularities or informalities and to enter into a Contract with a Bidder, or to reject any or all bids as it deems to be in the best interest of the State, without penalty.

### **3.019 CONSIDERATION OF BIDS**

- A. It is the intent of the Department of Administrative Services to award a Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is determined to be compliant with all Bidding Requirements, and does not exceed the funds available for construction.
- B. Bidder is to bid on each Alternate Bid requested. Failure to do so may result in disqualification of the bid. The Department of Administrative Services reserves the right to accept any, or no, Alternate Bid. Alternate Bids may be considered in any order or combination, and the low successful Bidder will be determined on the basis of the sum of the Base Bid and the Alternate(s) accepted at the time of the Contract award.
- C. In evaluating Bids, any proposal offered by a Bidder for an alternate design, or for materials other than those shown or specified for the Base Bid or for Alternate Bid construction under the proposed Construction Documents or called for by any issued Addenda to those Construction Documents, will not be considered in determining the low successful Bidder. However, the Department of Administrative Services reserves the right to consider any such Bidder-proposed (Contractor's Alternate) alternate designs or materials with the low successful Bidder, after the low successful Bidder is determined in the manner described above (A and B).
- D. Notice of Intent to Award the Bid(s) will be sent to all Respondents submitting a timely Bid and may be posted at the website shown on the RFB cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than fifteen (15) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Bidder fails to negotiate and deliver an executed Contract, including all required documents such as payment and performance bonds and insurance certificate, by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

### **3.020 PREFERENCE**

- A. By virtue of statutory authority, a preference shall be given to Iowa domestic labor, products produced and provisions grown within the state of Iowa, in accordance with the provisions of Chapter 73, Code of Iowa and any amendments thereto.
- B. Enforcement of reciprocal resident bidder preference and resident labor force preference codified at Iowa Code Section 73A.21.
  - 1. NOTICE: Failure on the part of the bidder to carefully read the following paragraphs and to provide the information requested below may make the bidder's bid materially nonresponsive

and therefore ineligible for contract award. Violations of Iowa Code Section 73A.21 may, among other things, result in civil penalties assessed by the Commissioner of the Division of Labor of Iowa Workforce Development. The bidder should seek out the advice of an attorney if he or she has questions about Iowa Code Section 73A.21. As a part of the competitive procurement of contracts for Public Improvements that must be awarded to the low bidder (if the bid is responsive and the bidder is deemed responsible), Public Bodies shall allow a preference to Resident Bidders if a Nonresident Bidder places a bid for the contract for the Public Improvement and that Nonresident Bidder's state or foreign country gives resident bidders of that state or foreign country a preference (including a labor force preference or any type of preferential treatment). The preference allowed, or reciprocally applied, shall be equal to the preference given or required by the state or foreign country in which the Nonresident Bidder is a resident bidder.

"Public Body" means the State of Iowa (and its agencies) and any of its political subdivisions, including school districts, public utilities, and the state board of regents.

"Public Improvement" means a building or other construction work to be paid for in whole or in part by the use of funds of the State of Iowa, its agencies, and any of its political subdivisions and includes road construction, reconstruction, and maintenance projects.

"Resident Bidder" means a person or entity authorized to transact business in of the State of Iowa and having a place of business for transacting business within the State of Iowa at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. Note, however, that if a nonresident bidder's state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

"Nonresident Bidder" means a person or entity who does not meet the definition of a resident bidder.

- C. Nonresident bidders shall be required to certify on the Bid submission, where so indicated, the state or foreign country in which the firm is a resident, and if that state or foreign country uses a percentage for in-state bidders and the amount of the preference.
- D. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of federal law, this section shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

### **3.021 QUALIFICATIONS**

- A. In accordance with Iowa Code 26.9(2) and 26.16, no potential bidder shall be required to provide confidential or proprietary information or meet any class requirements as a precondition to submitting a responsive bid. However, as noted in Iowa Code 26.9(2), the lowest responsive bidder may be required to provide additional information to verify responsibility prior to and as a condition of obtaining final award of the contract. Any qualification requirements contained in any bid document indicates only preferred qualifications, not a precondition to bid, and the lowest responsive bidder's qualifications will be evaluated individually based on all information provided.
- B. The Owner may make such investigations as he or she deems necessary to determine the ability of the awarded Bidder to perform the required work, and the awarded Bidder shall furnish to the Owner all such information and data for this purpose. The Owner reserves the right to rescind any awarded Bid if the evidence submitted by, or in investigation of, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry-out the obligations of the Contract and to complete the Work contemplated therein.
- C. Bidders shall be registered as a Construction Contractor with the Labor Commissioner, Iowa Workforce Development Department, as required by Chapter 91C of the Code of Iowa. Bidder's Iowa Contractor Registration Number shall be included in the location provided in the Bid Form.
- D. Non-resident corporations submitting bids must be in compliance with Section 490.1501 of the Code of Iowa and legally authorized thereby to carry-on such business in the State of Iowa as is required by the Contract Documents.
- E. An out-of-state Bidder, if awarded a contract, will be required to submit evidence of authorization to do business in the State of Iowa.

### **3.022 INSURANCE**

- A. Insurance Requirements
  - 1. The Contractor shall maintain in effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this Contract. The Contractor's insurance shall, among other things, insure against any loss or damage resulting from the Contractor's performance of this Contract. All such insurance policies shall remain in full force and effect for the entire life of this Contract and shall not be canceled or changed except after thirty (30) days written notice to the Owner.
  - 2. **Amounts of Insurance Required – Refer to ConsensusDOCS 802 (see template in Project Manual)**
- B. Certificates of Coverage
  - 1. Certificates of the insurance described above shall be submitted to the Owner before starting any construction activities and shall be subject to approval by the Owner. The Contractor shall provide certificates for the insurance required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to the Contractor. Upon receipt of any notice of cancellation or alteration, Contractor shall within ten (10) days procure other policies of insurance, similar in all respects to the policy or policies, about to be canceled or altered, and, if the Contractor fails to provide, procure, and deliver acceptable policies of insurance, or satisfactory evidence thereof, in accordance with the terms hereof then, at the Owner's option, Owner may obtain such insurance at the cost and expense of Contractor, without the need of any notice to Contractor.
- C. No Limitation of Liability
  - 1. Acceptance of the insurance certificates by the Owner shall not act to relieve the Contractor of any obligation under this Contract. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of the Contractor to keep the respective insurance policies and coverage's current and in force during the life of this agreement.
  - 2. A Sample Certificate of Insurance is attached for reference following this Section.

### **3.023 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

- A. The Agreement for the Work will be written on ConsensusDOCS 802 Form of Agreement between Owner and Contractor (sample of the document with modifications incorporated is bound in this Project Manual).

### **3.024 EXECUTION OF CONTRACT**

- A. Contract documents shall mean and include the following:
  - 1. Contract: ConsensusDOCS 802
  - 2. Performance and Payment Bonds
  - 3. Project Manual
  - 4. Drawings
  - 5. Numbered Addenda issued after initial publication of Bid Documents
  - 6. Numbered Modifications (Change Orders) issued after Contract is signed

### **3.025 LAWS AND REGULATIONS**

- A. The Bidder's attention is directed to the fact that all applicable laws and regulations of Federal and State agencies having jurisdiction over the construction of this project shall apply to any contract resulting from this proposal, and it shall be deemed that those rules and regulations are made a part of such contract the same as if set forth in their entirety therein. By submitting a Bid, the Bidder confirms that he/she is familiar with and understands the Contractor's responsibility under all Federal and State of Iowa laws and regulations with respect to the Work described by the proposed Contract Documents.

### **3.026 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

- A. Where an irreconcilable conflict exists among Applicable Legal Requirements, this Contract, the specifications in the Materials and the Drawings, the earliest item mentioned in this sentence involving a conflict shall control over any later mentioned item or items subject to such conflict unless doing so would result in reducing the Bidder's duty of care or obligations under this Contract, in which case the terms resulting in the highest requirements for Bidder performance shall control.

### **3.027 CONDITIONS OF THE WORK**

- A. Each bidder must fully inform him/herself of the conditions under which the work is to be performed at the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. When a site visit is required by provisions located elsewhere in these Instructions to Bidders, as a site tour in conjunction with a mandatory Pre-Bid Meeting, it shall be the Bidder's responsibility to fulfill this obligation as a condition of bidding the Work described in the Bidding Documents.
- B. No allowance will be made for any additional compensation by reason of any matter or condition with which the bidder might have fully informed him/herself, but failed to do so prior to bidding. Insofar as possible, the Contractor and all subcontractors shall employ such methods or means in carrying out the work so as not to cause any interruption of, or interference with, the work of any other subcontractor or trade.

### **3.028 SUBCONTRACTS**

- A. The Prime Contractor shall be responsible for notifying all subcontractors and suppliers and informing them that they are bound in each case by all applicable provisions of the bidding information and those of the proposed Form of Agreements as defined in the Contract Documents.

**END OF SECTION**

## SECTION 00 2113.01

### IMPACS Public Construction Bidders User Guide

Public construction bids must be submitted on-line at [IMPACS Electronic Procurement System](#).

Bidders must be registered in IMPACS to submit a Bid.

To create an account, enter your email address and click on “Next” and click “Create Account”. Bidder must enter all fields noted with \* including legal company name, contact first and last name, phone number, confirm email address, password, re-enter password, select account recovery question including answer, confirm answer, select box accepting websites use terms and conditions and select security check box “I’m not a robot”.

On the [IMPACS Electronic Procurement System](#) Customer Portal Home page, Bidder selects “View Event” in the Sourcing Events section.

**Sourcing Events** ?

Show Opening or Closing Soon ▾ [Go to Public Opportunities](#)

Event Number	Status	Event Title	Dates	Action
RFB923700-02	Open	Hoover East Side Pavers	Open: 4/27/2022 12:00:00 PM CDT Close: 5/5/2022 12:00:00 PM CDT	<a href="#">View Event</a> ▾

Bidders can view event details including description, prerequisites, buyer attachments, questions and answers.

To submit a Bid, Bidder must select “**Yes, I intend to Bid**”. Bidder must complete the following sections.

**Prerequisites** - Bidder must complete all prerequisites.

- Bidder must upload a file of the Bid Security/Bond for 5% of total Bid Amount and certify that if they are awarded the construction contract they will enter into the contract at the Bid Amount submitted.
- Bidder must upload the completed and signed Bid Form.  
**NOTE: Bids are to be entered on the Bid Form only; not in the IMPACS. As a result, IMPACS will display a bid amount of \$0.**

**Questions** - Bidder must complete all questions.

**Review & Submit** - Bidder must select the certification box certifying that the statements and information in response are true and correct to the best of their knowledge and belief.



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**SECTION 00 3113**

**PRELIMINARY SCHEDULE**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Preliminary Construction Schedule
- B. Schedule Durations

**1.02 PRELIMINARY SCHEDULE**

- A. A preliminary schedule has been identified by the Owner for the implementation of the Project. Refer to the schedule following this Section for references to anticipated milestones and construction duration.
- B. Each step of the Preliminary Schedule is subject to receipt of acceptable bids, Owner's decision process and date of commencement.
- C. A proposed construction schedule shall be submitted by all Trade Contractors to the Construction Manager no later than 48 hours prior to the pre-construction meeting. A revised Construction Schedule will be submitted by the Construction Manager once all preliminary schedules are reviewed and approved by the Owner.
- D. The final construction schedule will be established post award of bids with the cooperation of all contractors.

**1.03 SCHEDULE DURATIONS**

- A. Anticipated Notice of Intent to Award – 03/13/2025
- B. Anticipated Date of Commencement – 03/27/2025
- C. Onsite Construction Activities Anticipated to Begin By – 07/02/2025
- D. Substantial Completion by – 08/06/2025

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

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9449.00 TH Carriage House Roof		DCI - Print												19-Feb-25 01:41 PM											
#	Remaining Duration	Start	Finish	Activity Name	M	T	W	Th	F	S	S	A	July 2025	J	July 2025	A	S	O	N						
1	<b>9449.00 TH Carriage House Roof</b>																								
2	<b>Milestones</b>																								
3	0	27-Mar-25		Contract Execution																	◆	Contract Execution			
4	0	02-Jul-25 1C		Carriage House Roof Construction Start Onsite																	◆	Carriage House Roof Construction Start Onsite			
5	0	29-Jul-25 1C		Carriage House Roof Construction Complete																	◆	Carriage House Roof Construction Comp			
6	<b>Preconstruction</b>																								
7	<b>Design Consultant</b>																								
8	<b>Carriage House Roof Replacement</b>																								
9	119	03-Jan-25	07-Aug-25 1	Carriage House Roof Replacement																	Carriage House Roof Replacement				
10	<b>Design</b>																								
11	<b>Bid Letting</b>																								
12	2	19-Feb-25	21-Feb-25 1	Post RFB to TSB (State), MBI, Planrooms																	■	Post RFB to TSB (State), MBI, Planrooms			
13	14	21-Feb-25	13-Mar-25 1	RFB Procurement																	■	RFB Procurement			
14	0	26-Feb-25		RFB Pre-bid Meeting																	◆	RFB Pre-bid Meeting			
15	0	05-Mar-25 1		RFB Questions Due																	◆	RFB Questions Due			
16	0	10-Mar-25 1		RFB Final Addendum																	◆	RFB Final Addendum			
17	0	13-Mar-25		Bids Due																	◆	Bids Due			
18	0	13-Mar-25		Contractor NOIs																	◆	Contractor NOIs			
19	5	13-Mar-25	20-Mar-25 1	Contractor 5 Day Appeal Period																	■	Contractor 5 Day Appeal Period			
20	10	13-Mar-25	27-Mar-25 1	Contractor Contract Execution																	■	Contractor Contract Execution			
21	<b>Construction</b>																								
22	<b>Administrative</b>																								
23	10	13-Mar-25	27-Mar-25 1	Bid Package Scope Review (Each Prime)																	■	Bid Package Scope Review (Each Prime)			
24	1	27-Mar-25	28-Mar-25 1	Construction Kick-Off Meeting																	■	Construction Kick-Off Meeting			
25	15	28-Mar-25	18-Apr-25 1	Contractor Site Specific Safety Plans Submitted																	■	Contractor Site Specific Safety Plans Submitted			
26	10	28-Mar-25	11-Apr-25 1	DNR Notification of Demolition & Renovation																	■	DNR Notification of Demolition & Renovation			
27	<b>Procurement</b>																								
28	10	28-Mar-25	11-Apr-25 1	Roofing Material Submittal Development																	■	Roofing Material Submittal Development			
29	5	11-Apr-25	18-Apr-25 1	Submittal Review																	■	Submittal Review			
30	2	18-Apr-25	22-Apr-25 1	Product Ordered																	■	Product Ordered			
31	50	22-Apr-25	02-Jul-25 1C	Shingle Procurement																	■	Shingle Procurement			
32	<b>Construction</b>																								
33	3	02-Jul-25 1	08-Jul-25 1C	Mobilization & Temp. Fencing																	■	Mobilization & Temp. Fencing			

Legend:

- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone

TASK filter: Hide Done Activities.

Page 1 of 2

© Oracle Corporation

9449.00 TH Carriage House Roof		DCI - Print												19-Feb-25 01:41 PM													
#	Remaining Duration	Start	Finish	Activity Name	M	A	May 2025	J	July 2025	A	S	O	N														
					1	2	3	0	1	2	3	0	1	2	0	1	2	0	1	2	0	1	2	0	1	2	
34	3	08-Jul-25 1	11-Jul-25 10	Remove and Salvage Trim & GD																							
35	7	11-Jul-25 1	22-Jul-25 10	Wood Shingles and Underlayment Demolition & Removal																							
36	5	11-Jul-25 1	18-Jul-25 10	Paint Salvaged Materials																							
37	1	22-Jul-25 1	23-Jul-25 10	Paint Touch-Up																							
38	5	22-Jul-25 1	29-Jul-25 10	EPDM Demolition & Replacement																							
39				<b>Closeout</b>																							
40	10	11-Jul-25 1	25-Jul-25 10	O&M & Attic Stock Procurement																							
41	1	29-Jul-25 1	30-Jul-25 10	Owner & Design Team Punch List																							
42	5	30-Jul-25 1	06-Aug-25 10	Owner & Design Team Punch List Corrections																							
43	0		30-Jul-25 10	Owner Closeout Conference																							
44	1	06-Aug-25	07-Aug-25 10	Final Clean																							
45	0		07-Aug-25 10	Owner Occupancy																							

Remove and Salvage Trim & GD

Wood Shingles and Underlayment Demolition & Removal

Paint Salvaged Materials

Paint Touch-Up

EPDM Demolition & Replacement

O&M & Attic Stock Procurement

Owner & Design Team Punch List

Owner & Design Team Punch List Corrections

Owner Closeout Conference

Final Clean

Owner Occupancy

Legend:

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone

**SECTION 00 3126**

**EXISTING HAZARDOUS MATERIAL INFORMATION**

**PART 1 - GENERAL**

**1.01 EXISTING HAZARDOUS MATERIAL INFORMATION**

- 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.
- B. The existing hazardous materials survey reports related to this Project, were prepared by:
  - 1. Terracon – Report will be provided by Addendum
- C. Related Requirements:
  - 1. Section 3.12 “Hazardous Materials” in the ConsensusDocs 802 contract for notification requirements if materials suspected of containing hazardous materials are encountered.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**



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**SECTION 00 3143**

**PERMIT APPLICATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Permit Application Information
- B. Licenses, Permits, and Related Inspections

**1.02 PERMIT APPLICATION INFORMATION**

- A. State Building Code Plan Review: The plan review and inspections for this project have been applied for by the Architect. Please contact your inspector prior to construction and occupancy.
- B. State Building Code Energy Review: The energy code review and inspections for this project have been applied for by the Architect. Please contact your inspector prior to construction and occupancy.
- C. Other Applicable inspections: Trade Contractor is responsible for any other applicable project specific permits and inspections.

**1.03 LICENSES, PERMITS, AND RELATED INSPECTIONS**

- A. The Bidder shall comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. All construction, materials and methods shall comply with the State Building Codes, except where plans and specifications establish a higher standard.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 00 4116**

**BID FORM**

**The Bid Form must be submitted online through the State's [IMPACS Electronic Procurement System](#).**

RFB #944900-01

BID FORM for CONSTRUCTION CONTRACT  
for  
Terrace Hill Carriage House  
2300 Grand Avenue, Des Moines, IA  
Project 9449.00

Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, Iowa 50319-0105

The following information is to be completed and submitted with your bid..

1. Bid Form - Completed and Signed (to be uploaded with bid submission)
2. Non Discrimination Clause Information
3. Contractor Targeted Small Business Enterprise Pre-Bid Contract Information
4. Bid Security – 5% of total Bid amount (to be uploaded with bid submission)

**Authorized Representative:**

The undersigned Bidder, in response to your Request for Bid for construction of the above project, having examined the Drawings, Specifications, and other Bidding Documents dated February 13, 2025, and Addenda issued and acknowledged below as received and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies to perform all work to construct the project in strict accordance with the proposed Contract Documents, within the time and at the prices stated below. Prices are to cover all expenses incurred in performing the work required under the proposed Contract Documents, of which this bid is a part.

Bidder acknowledges receipt of the following Addenda which are a part of the Bidding Documents and for which any effect on cost of the Work is included in the bid amounts indicated:

Number \_\_\_\_\_

Dated \_\_\_\_\_

Note that the State of Iowa is exempt from State and Local sales and use taxes (including local option and school option) for this project. Taxes on construction materials shall NOT be included in the bid amounts.

Amounts shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.

**BID PACKAGES:**

BP 01

Description: Roofing Replacement

Bidder proposes and agrees to perform all work as described in the Construction Documents for the sum of:

---

Dollars

---

(\$ \_\_\_\_\_).

Bidder hereby certifies that:

1. This bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation;
2. Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain any advantage over any other bidder or over the Owner.
3. Bidder hereby certifies that the Bidder is registered with the Iowa Labor Commissioner as a Contractor as required by Chapter 91C, Code of Iowa.
4. Bidder agrees to comply with all Federal and State Affirmative Action/Equal Employment Opportunity requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.
5. All construction under this Contract shall conform to the requirements of the *Iowa State Building Code*.
6. Bidder agrees that this bid shall remain valid and shall not be withdrawn for a period of thirty (30) calendar days after the date for receipt of bids.
7. Bidder agrees that if written notice of acceptance of this bid is mailed, emailed, or delivered to the undersigned within thirty (30) days after the date in which bids are due, or at any time thereafter before it is withdrawn, the undersigned will sign and return the Contract Agreement, prepared in accord with the Bidding Documents and this bid as accepted; and will also provide proof of insurance coverage and required surety bonds.
8. Bidder understands that the Owner reserves the right to reject any and all bids, and to waive irregularities or informalities and enter into a contract for the work, as the Owner deems to be in the best interest of the State.
9. Bidder understands that the Owner reserves the right to accept any, or no, Alternate Bid, if requested, and that the Alternate Bids may be considered in any order or combination, and the low Bidder shall be determined on the basis of the sum of the base bid and any Alternate(s) accepted.

Subcontractors:

The Trade Contractor must identify all Subcontractors and Suppliers within 48 hours of the published date and time for which bids must be submitted, in accordance with Iowa Code Section 8A311, as amended by House File 646 in 2011. Subcontractors and suppliers may not be changed without the approval of the Owner. Requests for changing a Subcontractor or supplier must identify the reason for the proposed change, the name of the new Subcontractor or supplier, and the change in the subcontractor or supplier price as a result of the change. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract Price via a deductive

Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

**Enforcement of Reciprocal Resident Bidder Preference, per Iowa Code 73A.21.**

All bidders shall either check the box next to "Resident Bidder" or check the box next to "Nonresident Bidder" and by doing so and signing thereafter certifies and attests to the same. All information requested must be provided. Seek out the advice of an attorney if you have questions.

"Resident Bidder" means a person or entity authorized to transact business in of the State of Iowa and having a place of business for transacting business within the State of Iowa at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. Note, however, that if a nonresident bidder's state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

Resident Bidder

Name of Resident Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent and Signatory of Resident Bidder

**OR:**

Nonresident Bidder

Name of Nonresident Bidder: \_\_\_\_\_

Name of State or Foreign Country of Nonresident Bidder: \_\_\_\_\_

Particularly identify and describe any preference, labor preference, or any other type of preferential treatment, in effect in the nonresident bidder's state or foreign country at the time of this bid:

\_\_\_\_\_  
\_\_\_\_\_

NOTICE: Nonresident Bidders domiciled in a state or country with a resident labor force preference shall make and keep, for a period of not less than three years, accurate records of all workers employed on the public improvement. The records shall include each worker's name, address, telephone number when available, social security number, trade classification, and the starting ending time of employment.

By: \_\_\_\_\_  
Authorized Agent and Signatory of Nonresident Bidder

---

**REQUIRED: Bid Form shall be signed by an officer of the company with authority to bind in a contract.** Notice of acceptance of this bid, or request for additional information by the Department of Administrative Services, may be addressed to the undersigned at the address set forth below:

Legal Name of Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Typed Name of Signatory: \_\_\_\_\_

Email: \_\_\_\_\_

Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Iowa Contractor Registration Number: \_\_\_\_\_

Bidder Safety Manager Name: \_\_\_\_\_

For an out-of-state Bidder, Bidder certifies that the Resident Preference given by the State or Foreign Country of Bidder's residence, \_\_\_\_\_, is \_\_\_\_\_ %.

**END OF SECTION**

## SECTION 00 4116.01

### NON-DISCRIMINATION CLAUSE

This Section is for informational purposes only. All information will be submitted online through the State's [IMPACS Electronic Procurement System](#).

#### PART 1 - GENERAL

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the State of Iowa and value of said business equals or exceeds \$10,000 annually, agree as stated below.

#### 1.01 NONDISCRIMINATION CLAUSE

- A. The contractor, subcontractor, vendor and supplier of goods and services will not discriminate against an employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinion, or affiliations of an applicant or employee based upon the nature of the job occupation. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action Program to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinions or affiliations. Such action shall include, but not be limited to the following:
  - 1. Employment.
  - 2. Upgrading.
  - 3. Demotion or transfer.
  - 4. Recruitment and advertising.
  - 5. Layoff or termination.
  - 6. Rates of pay or other forms of compensation.
  - 7. Selection for training, including apprenticeship.
- B. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinion or affiliations.
- C. The contractor, subcontractor, vendor and supplier or their collective bargaining representative will send to each labor union or representative or workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
- D. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives and orders of the State of Iowa Affirmative Action Program Contract Compliance Provisions.
- E. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Equal Employment Opportunity Officer, said forms may elicit information as to the policies, procedures, patterns, and practices of each subcontractor as state as the contractor themselves and said contractor, subcontractor, vendor and supplier will permit access to their employment books, records and accounts to the State's Equal Employment Opportunity Officer, for the purpose of investigation to ascertain compliance with this Contract and with rules regulations of the State's Affirmative Action Program.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations and orders; this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized by the State of Iowa.

- G. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract, subcontract or purchase order unless exempted by the rules, regulations or orders of the State's Affirmative Action Program, and will provide in every subcontract or purchase order that said provisions will be binding upon each contractor, subcontractor or seller.
- H. The parties agree to comply with "Compliance with the Law; Nondiscrimination in Employment" of the current Terms and Conditions at the award of this contract. Current Terms and Conditions may be found on the following web site and are, by this reference, made a part of this Agreement. <https://das.iowa.gov/procurement/terms-and-conditions>
- I. We certify and recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, ancestry, religion, economic status, age or disabilities, unless disabilities are based upon the nature of the job occupation.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**



**SECTION 00 4116.02**

**TARGETED SMALL BUSINESS INFORMATION**

**This Section is for informational purposes only. All information will be submitted online through the State's [IMPACS Electronic Procurement System](#).**

**PART 1 - GENERAL**

**1.01 TARGETED SMALL BUSINESS INFORMATION**

- A. Subcontractor Targeted Small Business Enterprise Pre-Bid Contact Information, including subcontractor and dollar amount to be subcontracted, is to accompany the Bid submission. Bidders shall comply with all affirmative action/equal opportunity provisions of State and Federal laws. The Owner seeks to provide opportunities for Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa.
  
- B. [Search the Targeted Small Business Directory](#) for certified State of Iowa Targeted Small Businesses.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES  
 SUBCONTRACTOR  
 TARGETED SMALL BUSINESS ENTERPRISE  
 PRE-BID CONTRACT INFORMATION

<b>CONTRACTOR</b>	<b>BID NO.</b>
<b>PAGE #</b>	

(to be completed by bidder)

*You are requested to provide the information on this form showing your targeted Small Business enterprises contacts made prior to your bid submission. This information is subject to verification and confirmation. NOTE: The Department of General Services will not regard your acceptance or use of a low quote or bid from a non-targeted Small Business Enterprise on any subcontract item as evidence itself of any lack of good faith effort to solicit targeted Small Business Enterprise subcontractors on this project. However, every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to evidence affirmative action in contracting.*

**TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID TARGETED SMALL BUSINESS ENTERPRISE CONTACTS**

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/NO	DATES	YES/NO	DOLLAR AMOUNT PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ \_\_\_\_\_  
 List items to be subcontracted. (If more space is needed, use reverse side.)

**SECTION 00 4313**

**BID SECURITY FORMS**

**PART 1 - GENERAL**

**1.01 BID SECURITY FORMS**

- A. A Bid Bond form will be required on this project. An amended ConsensusDocs 262 is attached for reference following this page. ConsensusDocs bid bond form is not required (other standard forms are acceptable to the State of Iowa).

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**



**CONSENSUSDOCS 262  
 BID BOND  
 (AMENDED BY STATE OF IOWA)**

This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities for all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences. You are encouraged to consult legal, insurance and surety advisors before completing or modifying this document. The software includes a notes section indicating where information is to be inserted to complete this document. Further information and endorsing organizations' perspectives are available at [www.consensusdocs.org/guidebook](http://www.consensusdocs.org/guidebook).

For Use with ConsensusDOCS 200, Standard Form of Agreement and General Conditions Between Owner and Constructor (Where the Contract Price is a Lump Sum) and ConsensusDOCS 500, Standard Agreement and General Conditions Between Owner and Construction Manager.

The Trade Contractor, \_\_\_\_\_ (the "Trade Contractor") has submitted a Bid to the Owner, \_\_\_\_\_ (the "Owner") for the \_\_\_\_\_ (the "Project") in accordance with the Bidding Documents, including Drawings and Specifications prepared by \_\_\_\_\_ (the "Design Professional").

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**IMPORTANT:** A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.  
 ConsensusDOCS 262 • BID BOND Copyright © 2007, Revised 2009 and 2011, ConsensusDOCS LLC. AN INDIVIDUAL PURCHASE OF THIS DOCUMENT PERMITS THE USER TO PRINT ONE CONTRACT FOR ONE PROJECT ONLY. YOU MAY ONLY MAKE COPIES OF A COMPLETED DOCUMENT FOR DISTRIBUTION TO PARTIES IN DIRECT CONNECTION WITH THE SPECIFIC CONSTRUCTION PROJECT. ANY OTHER USES, INCLUDING COPYING THE DOCUMENT, ARE STRICTLY PROHIBITED.

By virtue of this Bid Bond (the "Bond"), the Constructor as Principal and \_\_\_\_\_ as Surety ("Surety"), are bound to the Owner as Oblige in the maximum amount \_\_\_\_\_, Dollars (\$\_\_\_\_\_) (the "Bond Sum"). The Constructor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. If the Oblige shall accept the bid of the Constructor, the Constructor shall enter into an Agreement with the Oblige in accordance with the terms of such Bid.
2. Constructor shall procure such bond or bonds as are specified in the Contract Documents for the faithful performance of the Work and for the prompt payment of labor and materials furnished in the performance of the Work.
3. If the Constructor fails to enter such Agreement and give such bonds, the Constructor shall pay to the Oblige the difference between the amount of Constructor's bid and the amount of such agreement the Oblige in good faith executes with another Party to perform the Work covered by Constructor's Bid, not to exceed the Bond Sum stated above.
4. If the Constructor shall fulfill its obligation under Articles 1 through 3, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This Bond is entered into as of \_\_\_\_\_ (date)

SURETY: \_\_\_\_\_ (seal)

BY: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ (Attach Power of Attorney)

Witness: .....

(Additional signatures, if any, appear on attached page)

Constructor: \_\_\_\_\_ (seal)

BY: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: .....

(Additional signatures, if any, appear on attached page)

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**IMPORTANT:** A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

ConsensusDOCS 262 • BID BOND Copyright © 2007, Revised 2009 and 2011, ConsensusDOCS LLC, AN INDIVIDUAL PURCHASE OF THIS DOCUMENT PERMITS THE USER TO PRINT ONE CONTRACT FOR ONE PROJECT ONLY, YOU MAY ONLY MAKE COPIES OF A COMPLETED DOCUMENT FOR DISTRIBUTION TO PARTIES IN DIRECT CONNECTION WITH THE SPECIFIC CONSTRUCTION PROJECT, ANY OTHER USES, INCLUDING COPYING THE DOCUMENT, ARE STRICTLY PROHIBITED.

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**SECTION 00 5200**

**AGREEMENT FORM**

**PART 1 - GENERAL**

**1.01 AGREEMENT FORM**

- A. The Form of Agreement to be used on this project is a modified ConsensusDocs 802. A sample is attached following this page.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

# ConsensusDocs 802

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

(Where the Construction Manager Is the Owner's Agent)



### TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. TRADE CONTRACTOR'S OBLIGATIONS
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TRADE CONTRACT TIME
7. TRADE CONTRACT PRICE
8. CHANGES
9. PAYMENT
10. INDEMNITY, INSURANCE, WAIVERS AND BONDS
11. SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT
12. DISPUTE MITIGATION AND RESOLUTION
13. MISCELLANEOUS PROVISIONS
14. TRADE CONTRACT DOCUMENTS

This Agreement has important legal and insurance consequences. Consultations with an attorney and with insurance and surety consultants are encouraged with respect to its completion or modification. Notes indicate where information is to be inserted to complete this Agreement.





## ARTICLE 1 AGREEMENT

This Trade Contractor Agreement is made effective as of the XX day of Month, Year , by and between the

OWNER

State of Iowa - DAS, Department of Administrative Services ("DAS"). DAS's principal office is located: 109 SE 13th Street, Des Moines, IA 50319-0120.

and the

TRADE CONTRACTOR

*Contractor Name*

*Address*

*City, State, Zip*

for work in connection with the following

PROJECT

*XXXX.XX - Project Name*

The CONSTRUCTION MANAGER is

*Construction Manager Name*

*Address*

*City, State, Zip*

The DESIGN PROFESSIONAL for the Project is

*Designer Name*

*Address*

*City, State, Zip*

Notice to the Parties shall be given at the above addresses.

## ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES The Owner and the Trade Contractor agree to proceed with this Agreement on the basis of mutual trust, good faith and fair dealing and shall cooperate with each other and with the Construction Manager and Design Professional in furthering the Owner's interests. The Trade Contractor shall use its diligent efforts to perform the work in an expeditious manner consistent with the Trade Contract Documents. The Owner and the Trade Contractor will endeavor to promote harmony and cooperation among all Project participants.

2.1.1 The Owner and the Trade Contractor shall perform their obligations with integrity, ensuring at a minimum that

2.1.1.1 conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.1.1.2 the Trade Contractor and the Owner warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential



treatment.

2.2 PROJECT ORGANIZATION This Agreement is for the performance of work described herein in connection with the construction of the Project. The Owner also may enter into separate agreements with other trade contractors for other portions of the Project. The Owner has entered or will enter into a Construction Management Agreement with the Construction Manager, and a design agreement with the Design Professional.

2.3 INDEPENDENT CONTRACTOR The Trade Contractor represents that it is an independent contractor and that its performance of the Trade Contract Work it shall act as an independent contractor. Neither Trade Contractor nor any of its agents or employees shall act on behalf of the Owner except as provided in this Agreement or unless authorized in writing by the Owner.

2.4 CONSTRUCTION MANAGER IS OWNER'S AGENT The Construction Manager will represent the Owner as its agent in the administration and management of this Agreement. Any instructions, reviews, approvals, orders or directions given to the Trade Contractor by the Construction Manager will be given on behalf of and as agent for the Owner. The Trade Contractor shall be obligated to respond or perform as if the same were given directly by the Owner. The Trade Contractor shall communicate and provide all requests and concerns regarding the Trade Contract Work to the Construction Manager. The Trade Contractor shall provide copies to the Construction Manager of all notices to the Owner required by and regarding this Agreement.

2.5 CONSTRUCTION MANAGER NOT IN PRIVITY WITH TRADE CONTRACTOR This Agreement shall not give the Trade Contractor any claim or right of action against the Construction Manager. The Trade Contractor and its subcontractors shall not be beneficiaries of any obligations of the Construction Manager. This Agreement shall not create a contractual relationship between any parties except the Owner and the Trade Contractor.

2.5A NO THIRD-PARTY BENEFICIARY There are no third-party beneficiaries of this Agreement.

2.6 DESIGN PROFESSIONAL The Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work, except the following:

#### No exceptions

The Trade Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided in section 3.15.

2.6.1 The Owner shall obtain from the Design Professional either a license for Trade Contractor and Subcontractors to use the design documents prepared by the Design Professional or ownership of the copyrights for such design documents, and shall defend, indemnify and hold harmless the Trade Contractor against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

2.7 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the Parties, represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and the Trade Contractor and not for the benefit of any third party except to the extent expressly provided in this Agreement. In the event of conflict between this Agreement and any of the Exhibits or any other documents incorporated into this Agreement, the terms and provisions of this Agreement shall control.

#### 2.8 DEFINITIONS



2.8.1 Agreement means this ConsensusDocs 802 Standard Form of Agreement Between Owner and Trade Contractor (Where the Construction Manager is the Owner's Agent), as modified by the Parties, and Exhibits and Attachments made part of this Agreement upon its execution.

2.8.2 Design Professional means the Architect, Design Professional or Engineer identified in ARTICLE 1 and its consultants, retained by Owner to perform design services for the Project, and licensed in the State in which the Project is located. The use of the term Design Professional in this Agreement is for convenience and is not intended to imply or infer that the individual or entity named in ARTICLE 1 will provide design professional services in a discipline in which it is not licensed.

2.8.3 Construction Manager means the Construction Manager identified in ARTICLE 1 and its authorized representative.

2.8.4 The Construction Schedule is the document initially prepared by and updated by the Construction Manager and approved by the Owner that indicates proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the Construction Documents, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated dates of Substantial Completion and Final Completion of the Project.

2.8.5 The term Day shall mean calendar day unless otherwise specifically defined.

2.8.6 Final Completion occurs on the date when the Trade Contractor's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable, as established in ARTICLE 6. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Trade Contractor.

2.8.7 A Hazardous Material is any substance or material identified now or in the future as toxic or hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up.

2.8.8 A Material Supplier is a person or entity retained by the Trade Contractor to provide material or equipment for the Trade Contract Work. This definition is not intended to, and shall not be interpreted to, expand or modify the definition(s) of materials or material suppliers contained in Iowa Code Chapter 573.

2.8.9 Others means other contractors, material suppliers, and persons at the Worksite who are not employed by the Trade Contractor or Subcontractors.

2.8.10 The term Overhead shall mean a) payroll costs and other compensation of Trade Contractor employees in the Trade Contractor's principal and branch offices; b) general and administrative expenses of the Trade Contractor's principal and branch offices including deductibles paid on any insurance policy and c) the Trade Contractor's capital expenses, including interest on capital used for the Work.

2.8.11 Owner is the person or entity identified in ARTICLE 1 as Owner, and includes the Owner's representative.

2.8.12 The Project, as identified in ARTICLE 1, is the building, facility or other improvements for which the Trade Contractor is to perform the Trade Contract Work.

2.8.13 A Subcontractor is a person or entity retained by the Trade Contractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific



portion of the Work. This definition is not intended to, and shall not be interpreted to, expand or modify the definition(s) of materials or material suppliers contained in Iowa Code Chapter 573.

2.8.14 Per Iowa Code Section 26.13, "substantially completed" means the first date on which any of the following occurs: (1) Completion of the Project (or Trade Contract Work, in the case of the multiple Trade Contractors) or when the Project (or Trade Contract Work in the case of multiple Trade Contractors) has been substantially completed in general accordance with the terms and provisions of the contract. (2) The work on the Project (or Trade Contract Work in the case of multiple Trade Contractors) or on the designated portion is substantially completed in general accordance with the terms of the contract so that the State Iowa can occupy or utilize the Project or designated portion of the Project for its intended purpose. (3) The Project (or Trade Contract Work in the case of multiple Trade Contractors) is certified as having been substantially completed by either of the following: (a) the architect or engineer authorized to make such certification (which is defined in this Agreement as the Design Professional). (b) The authorized contract representative (which is defined in this Agreement as the Owner's Representative). (4) The State of Iowa is occupying or utilizing the Project (or Trade Contract Work in the case of multiple Trade Contractors) for its intended purpose. This subparagraph shall not apply to highway, bridge, or culvert projects.

2.8.15 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.8.16 A Trade Contract Change Order is a written order signed by the Owner and the Trade Contractor after execution of this Agreement, indicating changes in the scope of the Trade Contract Work, the Trade Contract Price or Trade Contract Time, including substitutions proposed by the Trade Contractor and accepted by the Owner. Trade Contract Change Orders shall be executed using the ConsensusDOCS 813 Trade Contract Change Order (CM as Owner's Agent) form document with exhibits attached as necessary.

2.8.17 The Trade Contract Documents consist of this Agreement (as modified), the drawings, specifications, addenda issued prior to execution of this Agreement, approved submittals, information furnished by the Owner under subsection 4.1.3, the bid documents, other documents listed in this Agreement and any modifications issued after execution.

2.8.18 The Trade Contract Price is the amount indicated in section 7.1 of this Agreement.

2.8.19 The Trade Contract Time is the period between the Date of Commencement and Final Completion.

2.8.20 Trade Contract Work means the construction and services provided by the Trade Contractor.

2.8.20.1 Changed Work means work that is different from the original scope of Trade Contract Work; or work that changes the Trade Contract Price or Trade Contract Time.

2.8.20.2 Defective Work is any portion of the Trade Contract Work that is not in conformance with the Trade Contract Documents.

2.8.21 The Trade Contractor is the person or entity identified in ARTICLE 1 and includes the Trade Contractor's Representative.

2.8.22 The term Work means the construction and services necessary or incidental to fulfill the Trade



Contractors' obligations for the Project. The Work may refer to the whole Project or only a part of the Project.

2.8.23 Worksite means the geographical area at the location of the Project as identified in ARTICLE 1 where the Trade Contract Work is to be performed.

### ARTICLE 3 TRADE CONTRACTOR'S OBLIGATIONS

#### 3.1 GENERAL RESPONSIBILITIES

3.1.1 RESPONSIBILITIES The Trade Contractor shall provide all of the labor, materials, equipment and services necessary to complete the Trade Contract Work, all of which shall be provided in full accord with or as reasonably inferable from the Trade Contract Documents as being necessary to produce the indicated results.

3.1.2 The Trade Contractor shall be responsible for the supervision and coordination of the Trade Contract Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Trade Contract Documents give other specific instructions. In such case, the Trade Contractor shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Trade Contractor recognized and failed to timely report to the Owner any error, inconsistency, omission or unsafe practice that it discovered in the specified construction means, methods, techniques, safety, sequences or procedures.

3.1.3 The Trade Contractor shall perform Trade Contract Work only within locations allowed by the Trade Contract Documents, applicable permits and applicable local law.

#### 3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, coordination, interference, clean up and safety which are substantively the same as the corresponding provisions of this Agreement.

3.2.2 In the event that the Owner elects to perform work at the Worksite directly or by Others, the Trade Contractor and the Owner shall, with the assistance of the Construction Manager, coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Trade Contractor and assist with the coordination of activities and the review of construction schedules and operations. The Trade Contract Price and Trade Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for subsequent changes made necessary by the coordination of construction activities, and the Trade Contractor's construction schedule and the Construction Schedule shall be revised accordingly. The Trade Contractor, Owner and Others shall adhere to the revised Construction Schedule until it may subsequently be revised.

3.2.3 With regard to the work of the Owner and Others, the Trade Contractor shall (a) proceed with the Trade Contract Work in a manner which does not hinder, delay or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the Trade Contractor's construction and operations with theirs as required by this section.

3.2.4 Before proceeding with any portion of the Trade Contract Work affected by the construction or operations of the Owner or Others, the Trade Contractor shall give the Owner and Construction



Manager prompt written notification of any defects the Trade Contractor discovers in their work which will prevent the proper execution of the Trade Contract Work. The Trade Contractor's obligations in this section do not create a responsibility for the work of the Owner or Others, but are for the purpose of facilitating the Trade Contract Work. If the Trade Contractor does not notify the Owner and Construction Manager of patent defects interfering with the performance of the Trade Contract Work, the Trade Contractor acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Trade Contract Work. Following receipt of written notice from the Trade Contractor of defects, the Owner, through the Construction Manager, shall promptly inform the Trade Contractor what action, if any, the Trade Contractor shall take with regard to the defects.

### 3.3 RESPONSIBILITY FOR PERFORMANCE

3.3.1 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Trade Contract Documents, prior to commencing the Work the Trade Contractor shall examine and compare the drawings and specifications with information furnished by the Owner pursuant to subsection 4.1.3, relevant field measurements made by the Trade Contractor and any visible conditions at the Worksite affecting the Trade Contract Work.

3.3.2 If in the course of the performance of the obligations in subsection 3.3.1 the Trade Contractor discovers any errors, omissions or inconsistencies in the Contract Documents, the Trade Contractor shall promptly report them to the Owner and Construction Manager. It is recognized, however, that the Trade Contractor is not acting in the capacity of a licensed design professional, and that the Trade Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations. Following receipt of written notice from the Trade Contractor of defects, the Owner shall promptly inform the Trade Contractor what action, if any, the Trade Contractor shall take with regard to the defects.

3.3.3 The Trade Contractor shall have no liability for errors, omissions or inconsistencies discovered under subsections 3.3.1 and 3.3.2 unless the Trade Contractor fails to report a recognized problem to the Owner and Construction Manager.

3.3.4 The Trade Contractor may be entitled to additional costs or time if there are changes in the scope of the Trade Contract Work that increase the cost of the Work or increase the number of days required to perform the Work, respectively, because of clarifications or instructions arising out of the Trade Contractor's reports described in the three preceding Subsections.

### 3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 The Trade Contractor shall provide competent supervision for the performance of the Trade Contract Work. Before commencing the Trade Contract Work, Trade Contractor shall notify Owner and Construction Manager in writing of the name and qualifications of its proposed superintendent(s) and project manager so Owner and Construction Manager may review the individual's qualifications. If, for reasonable cause, the Owner or Construction Manager refuses to approve the individual, or withdraws its approval after once giving it, Trade Contractor shall name a different superintendent or project manager for Owner's and Construction Manager's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

3.4.2 The Trade Contractor shall be responsible to the Owner for acts or omissions of parties or entities performing portions of the Trade Contract Work for or on behalf of the Trade Contractor or any of its Subcontractors.

3.4.3 The Trade Contractor shall permit only qualified persons to perform the Trade Contract Work. The



Trade Contractor shall enforce safety procedures, strict discipline and good order among persons performing the Trade Contract Work. If the Owner or Construction Manager determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Trade Contractor shall immediately reassign the person on receipt of the Owner's or Construction Manager's written notice to do so.

3.4.4 TRADE CONTRACTOR'S REPRESENTATIVE The Trade Contractor's authorized representative is . The Trade Contractor's representative shall possess full authority to receive instructions from the Owner and to act on those instructions. The Trade Contractor shall notify the Owner and the Construction Manager in writing of a change in the designation of the Trade Contractor's representative. The Trade Contractor's representative is also authorized to bind the Trade Contractor in all matters relating to this Agreement including, without limitation, all matters requiring the Trade Contractor's approval, authorization, or written notice. The Trade Contractor's representative is also authorized to resolve disputes in accordance with Section 12.2 of this Agreement.

### 3.5 MATERIALS FURNISHED BY THE OWNER OR OTHERS

3.5.1 In the event the Trade Contract Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Trade Contractor to examine the items so provided and thereupon handle, store and install the items, unless otherwise provided in the Trade Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Trade Contractor shall be the responsibility of the Trade Contractor and may be deducted from any amounts due or to become due the Trade Contractor. Any defects discovered in such materials or equipment shall be reported at once to the Owner and Construction Manager. Following receipt of written notice from the Trade Contractor of defects, the Owner shall promptly inform the Trade Contractor what action, if any, the Trade Contractor shall take with regard to the defects.

### 3.6 TESTS AND INSPECTIONS

3.6.1 The Trade Contractor shall schedule all required tests, approvals and inspections of the Trade Contract Work or portions thereof at appropriate times so as not to delay the progress of the Trade Contract Work or other work related to the Project. The Trade Contractor shall give proper notice to the Construction Manager and to all required parties of such tests, approvals and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in subsection 3.6.3, the Owner shall bear all expenses associated with tests, inspections and approvals required by the Trade Contract Documents, which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Trade Contract Documents, required certificates of testing, approval or inspection shall be secured by the Trade Contractor and promptly delivered to the Owner and Construction Manager.

3.6.2 If the Owner, Construction Manager or appropriate authorities determine that tests, inspections or approvals in addition to those required by the Trade Contract Documents will be necessary, the Trade Contractor shall arrange for the procedures and give timely notice to the Owner, Construction Manager and Others who may observe the procedures. Costs of the additional tests, inspections or approvals are at the Owner's expense except as provided in subsection 3.6.3.

3.6.3 If the procedures described in subsections 3.6.1 and 3.6.2 indicate that portions of the Trade Contract Work fail to comply with the Trade Contract Documents, the Trade Contractor shall be responsible for costs of correction and retesting.

### 3.7 WARRANTY



3.7.1 The Trade Contract Work shall be executed in accordance with the Trade Contract Documents in a workmanlike manner. The Trade Contractor warrants that all materials and equipment shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Trade Contract Work and shall be new unless otherwise specified, of good quality, in conformance with the Trade Contract Documents, and free from defective workmanship and materials. At the Owner's or Construction Manager's request, the Trade Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Trade Contractor further warrants that the Trade Contract Work shall be free from material defects not intrinsic in the design or materials required in the Trade Contract Documents. The Trade Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Trade Contractor's warranty pursuant to this section shall commence on the Date of Substantial Completion.

3.7.2 The Trade Contractor shall obtain from its Subcontractors and material suppliers any special or extended warranties required by the Trade Contract Documents. All such warranties shall be listed in an attached Exhibit to this Agreement.

### 3.8 CORRECTION OF TRADE CONTRACT WORK WITHIN ONE YEAR

3.8.1 If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Trade Contract Work, any Defective Work is found, the Owner shall promptly notify the Trade Contractor in writing. Unless the Owner provides written acceptance of the condition, the Trade Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the Owner discovers and does not promptly notify the Trade Contractor or give the Trade Contractor an opportunity to test or correct Defective Work as reasonably requested by the Trade Contractor, the Owner waives the Trade Contractor's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.8.2 With respect to any portion of Trade Contract Work first performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Trade Contract Work. Correction periods shall not be extended by corrective work performed by the Trade Contractor.

3.8.3 If the Trade Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Trade Contract Work in section 11.2. In such case, an appropriate Trade Contract Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Trade Contractor. If payments then or thereafter due Trade Contractor are not sufficient to cover such amounts, the Trade Contractor shall pay the difference to the Owner.

3.8.4 If after the one-year correction period but before the applicable limitation period the Owner discovers any Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Trade Contractor. If the Trade Contractor elects to correct the Defective Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner. The Trade Contractor shall complete the correction of Defective Work within a time frame mutually agreed upon by the Trade Contractor and the Owner. If the Trade Contractor does not elect to correct the Defective Work, the Owner may have the Defective Work corrected by itself or Others and charge the Trade Contractor for the reasonable cost of the correction and other directly related





expenses. Owner shall provide Trade Contractor with an accounting of correction costs it incurs.

3.8.5 If the Trade Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, the Trade Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

3.8.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Trade Contractor's other obligations under the Trade Contract Documents.

3.8.7 Prior to final payment, at the Owner's option and with the Trade Contractor's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work. Before the Owner accepts any such change it must be documented in writing with a Change Order signed by both the Trade Contractor and Owner.

### 3.9 CORRECTION OF COVERED TRADE CONTRACT WORK

3.9.1 On request of the Owner or Construction Manager, Trade Contract Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's or Construction Manager's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Trade Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Trade Contract Work proves to be defective, the Trade Contractor shall pay the costs of uncovering and replacement.

3.9.2 If contrary to specific requirements in the Trade Contract Documents or contrary to a specific request from the Owner or Construction Manager, a portion of the Trade Contract Work is covered, the Owner or Construction Manager, by written request, may require the Trade Contractor to uncover the Trade Contract Work for the Owner's or Construction Manager's observation. In this circumstance the Trade Contract Work shall be uncovered and recovered at the Trade Contractor's expense and with no adjustment to the Trade Contract Time. Costs incurred by the Owner as a direct result of the above shall be deducted from the Trade Contract Price.

### 3.10 SAFETY OF PERSONS AND PROPERTY

3.10.1 SAFETY PRECAUTIONS AND PROGRAMS The Trade Contractor shall have overall responsibility for safety precautions and programs in the performance of the Trade Contract Work. While this section establishes the responsibility for safety between the Owner and Trade Contractor, it does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.10.2 The Trade Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.10.2.1 its employees and other persons at the Worksite;

3.10.2.2 materials and equipment stored at on-site or off-site locations for use in the Trade Contract Work; and

3.10.2.3 property located at the site and adjacent to Trade Contract Work areas, whether or not the property is part of the Trade Contract Work.

3.10.3 TRADE CONTRACTOR'S SAFETY REPRESENTATIVE The Trade Contractor's Worksite Safety Representative is who shall act as the Trade Contractor's authorized safety representative with a duty



to prevent accidents in accordance with subsection 3.10.2 If no individual is identified in this section, the authorized safety representative shall be the Trade Contractor's Representative. The Trade Contractor shall report immediately in writing to the Owner and Construction Manager all recordable accidents and injuries occurring at the Worksite. When the Trade Contractor is required to file an accident report with a public authority, the Trade Contractor shall furnish a copy of the report to the Owner and Construction Manager.

3.10.4 The Trade Contractor shall provide the Owner and Construction Manager with copies of all notices required of the Trade Contractor by law or regulation. The Trade Contractor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.10.5 Damage or loss not insured under property insurance which may arise from the Trade Contract Work, to the extent caused by the negligent acts or omissions of the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, shall be promptly remedied by the Trade Contractor.

3.10.6 If the Owner or Construction Manager deems any part of the Trade Contract Work or Worksite unsafe, the Owner or Construction Manager, without assuming responsibility for the Trade Contractor's safety program, may require the Trade Contractor to stop performance of the Trade Contract Work or take corrective measures satisfactory to the Owner, or both. If the Trade Contractor does not adopt corrective measures, the Owner may perform them and deduct their cost from the Trade Contract Price. The Trade Contractor agrees to make no claim for damages, for an increase in the Trade Contract Price or for a change in the Trade Contract Time based on the Trade Contractor's compliance with the Owner's or Construction Manager's reasonable request.

### 3.11 EMERGENCIES

3.11.1 In an emergency, the Trade Contractor shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Trade Contract Price or Trade Contract Time resulting from the actions of the Trade Contractor in an emergency situation shall be determined as provided in ARTICLE 8.

### 3.12 HAZARDOUS MATERIALS

3.12.1 The Trade Contractor shall not be obligated to commence or continue Trade Contract Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.12.2 If after the commencement of the Trade Contract Work a Hazardous Material is discovered at the Worksite, the Trade Contractor shall be entitled to immediately stop Trade Contract Work in the affected area. The Trade Contractor shall report the condition to the Owner, the Construction Manager, and, if required, the government agency with jurisdiction.

3.12.3 The Trade Contractor shall not be required to perform any Trade Contract Work relating to or in the area of Hazardous Material without written mutual agreement.

3.12.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the Hazardous Material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effects upon the Trade Contract Work. The Trade Contractor shall resume Trade Contract Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless



and only after approval, if necessary, of the governmental agency with jurisdiction.

3.12.5 If the Trade Contractor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Trade Contractor shall be entitled to an equitable adjustment in the Trade Contract Price or the Trade Contract Time.

3.12.6 To the extent not caused by the negligent acts or omissions of the Trade Contractor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall defend, indemnify and hold harmless the Trade Contractor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against any and all direct claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to section 6.6, arising out of or relating to the performance of the Trade Contract Work in any area affected by Hazardous Material. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

### 3.12.7 MATERIALS BROUGHT TO THE WORKSITE

3.12.7.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Trade Contract Work, whether obtained by the Trade Contractor, Subcontractors, the Owner or Others, shall be maintained at the Worksite by the Trade Contractor and made available to the Owner, Construction Manager, Subcontractors and Others.

3.12.7.2 The Trade Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Trade Contractor in accordance with the Trade Contract Documents and used or consumed in the performance of the Trade Contract Work.

3.12.7.3 The Trade Contractor shall indemnify and hold harmless the Owner, Construction Manager, their agents, officers, directors and employees, from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Trade Contractor in accordance or not in accordance with the Trade Contract Documents. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

3.12.8 The terms of this section shall survive the completion of the Trade Work or any termination of this Agreement.

### 3.13 SUBMITTALS

3.13.1 The Trade Contractor shall submit to the Construction Manager, and the Design Professional, for review and approval all shop drawings, samples, product data and similar submittals required by the Trade Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDocs 200.2 and subsection 4.4.1. The Trade Contractor shall be responsible to the Owner for the accuracy and conformity of its submittals to the Trade Contract Documents. The Trade Contractor shall prepare and deliver its submittals in a manner consistent with the Construction Schedule and in such time and sequence so as not to delay the performance of the Trade Contract Work or the work of the Owner and Others. When the Trade Contractor delivers its submittals the Trade Contractor shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Trade Contract Documents. The review and approval of any Trade Contractor



submittal shall not be deemed to authorize changes, deviations or substitutions from the requirements of the Trade Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution or change. To the extent a change, deviation or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Further, the Construction Manager and Design Professional shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to the Trade Contractor. In the event that the Trade Contract Documents do not contain submittal requirements pertaining to the Trade Contract Work, the Trade Contractor agrees upon request to submit in a timely fashion to the Construction Manager and the Design Professional for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Owner, Construction Manager, or Design Professional.

3.13.2 The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.13.3 The Trade Contractor shall perform all Trade Contract Work strictly in accordance with approved submittals. Approval of shop drawings is not authorization to Trade Contractor to perform Changed Work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve the Trade Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

3.13.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained by the Trade Contractor at the Project site and available to the Owner upon request: drawings, specifications, addenda, Trade Contract Change Order and other modifications, and required submittals including product data, samples and shop drawings.

3.13.5 No substitutions shall be made in the Trade Contract Work unless permitted in the Trade Contract Documents and then only after the Trade Contractor obtains approvals required under the Trade Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Owner and, if applicable, provide for an adjustment in the Contract Price or Contract Time.

3.13.6 The Trade Contractor shall prepare and submit to the Construction Manager for submission to the Owner

(Check one only)

- final marked up as-built drawings
- updated electronic data, in accordance with ConsensusDocs 200.2 and section 4.4.1
- such documentation as defined by the Parties by attachment to this Agreement,

in general documenting how the various elements of the Trade Contract Work were actually constructed or installed.

### 3.14 PROFESSIONAL SERVICES

3.14.1 The Trade Contractor may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures for such services specifically called for by the Contract Documents. The Trade Contractor shall obtain these professional services and any design certifications required from State of Iowa licensed design professionals. All drawings, specifications, calculations, certifications and submittals prepared by such



design professionals shall bear the signature and seal of such design professionals and the Owner and the Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of such design services. If professional services are specifically required by the Contract Documents, the Owner shall indicate all required performance and design criteria. The Trade Contractor shall not be responsible for the adequacy of such performance and design criteria. The Trade Contractor shall not be required to provide such services in violation of existing laws, rules and regulations in the jurisdiction where the Project is located.

### 3.15 WORKSITE CONDITIONS

3.15.1 WORKSITE VISIT The Trade Contractor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Trade Contract Work.

3.15.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other concealed physical conditions which are materially different from those indicated in the Trade Contract Documents, or (b) unusual and unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Trade Contract Work provided for in the Trade Contract Documents, the Trade Contractor shall stop Trade Contract Work and give immediate written notice of the condition to the Owner, Construction Manager and the Design Professional. The Trade Contractor shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in this article. The Trade Contractor shall provide the Owner and the Construction Manager with written notice of any claim as a result of unknown conditions within the time period set forth in section 8.4.

### 3.16 PERMITS AND TAXES

3.16.1 Trade Contractor shall give public authorities all notices required by law and, except for permits and fees which are the responsibility of the Owner pursuant to section 4.2, shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Trade Contract Work. Trade Contractor shall provide to Owner copies of all notices, permits, licenses and renewals required under this Agreement.

3.16.2 Trade Contractor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Trade Contract Work provided by the Trade Contractor.

3.16.3 The Contract Price or Contract Time shall be equitably adjusted by Trade Contract Change Order for additional costs resulting from any changes in laws, ordinances, rules and regulations enacted after the date of this Agreement, including increased taxes.

3.16.3 (Deleted)

### 3.17 CUTTING, FITTING AND PATCHING

3.17.1 The Trade Contractor shall perform cutting, fitting and patching necessary to coordinate the various parts of the Trade Contract Work and to prepare its Trade Contract Work for the work of the Owner or Others.

3.17.2 Cutting, patching or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

### 3.18 CLEANING UP

3.18.1 The Trade Contractor shall regularly remove debris and waste materials at the Worksite resulting



from the Trade Contract Work. Prior to discontinuing Trade Contract Work in an area, the Trade Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Trade Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Trade Contract Work, the Trade Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.18.2 If the Trade Contractor fails to commence compliance with cleanup duties within two (2) business Days after written notification from the Owner or the Construction Manager of noncompliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Trade Contractor in the next payment period.

3.19 ACCESS TO TRADE CONTRACT WORK The Trade Contractor shall facilitate the access of the Owner, Construction Manager, Design Professional and Others to Trade Contract Work in progress.

3.20 COST MONITORING The Trade Contractor shall provide the Construction Manager with cost monitoring information appropriate for the manner of Trade Contractor's compensation, to enable the Construction Manager to develop and track construction and project budgets, including amounts for work in progress, uncompleted work and proposed changes.

3.21 ROYALTIES, PATENTS AND COPYRIGHTS The Trade Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Trade Contractor and incorporated in the Trade Contract Work. The Trade Contractor shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify and hold the Trade Contractor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner, Construction Manager and Design Professional. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

3.22 CONFIDENTIALITY The Owner shall treat as confidential information all of the Trade Contractor's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement if they are specified and marked as confidential and shall mark them. If a document is not marked as "Confidential" it will not be treated as such. Nothing contained herein, however, shall be interpreted in a manner that modifies or is in conflict with the purpose and application of the open records laws contained in the Code of Iowa.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### 4.1 INFORMATION SERVICES

4.1.1 FULL INFORMATION Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Trade Contract Work.

4.1.2 FINANCIAL INFORMATION Upon the written request of the Trade Contractor, the Owner shall provide the Trade Contractor with evidence of Project financing. If requested in writing, evidence of such financing shall be a condition precedent to the Trade Contractor's commencing or continuing the Trade Contract Work. The Trade Contractor shall be notified by the Owner prior to any material change in Project financing.

4.1.3 WORKSITE INFORMATION Except to the extent that the Trade Contractor knows of any inaccuracy, the Trade Contractor is entitled to rely on Worksite information furnished by the Owner pursuant to this subsection. To the extent the Owner has obtained, or is required elsewhere in the



Trade Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.1.3.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions and environmental studies, reports and investigations;

4.1.3.2 tests, inspections and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical and chemical tests, required by the Trade Contract Documents or by law; and

4.1.3.3 any other information or services requested in writing by the Trade Contractor which are relevant to the Trade Contractor's performance of the Trade Contract Work and under the Owner's control. The information required by subsection 4.1.3 shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Trade Contract Work. Utility details shall include available services, lines at the Worksite and adjacent and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Trade Contractor in laying out the Trade Contract Work. The Trade Contractor shall in writing request from the Owner any information identified in Paragraph 4.1.3 that the Trade Contractor believes the Owner has obtained but has not provided to the Trade Contractor.

4.1.3.4 OWNER'S REPRESENTATIVE The Owner's representative is test. The Owner's representative shall have authority to bind the Owner in all matters relating to this Agreement including, without limitation, all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative as listed above, the Owner shall notify the Trade Contractor in advance in writing. The Owner's Representative is also authorized to resolve disputes in accordance with Section 12.2 of this Agreement. The Construction Manager, while unauthorized to modify the Agreement or settle a dispute without the Owner's approval, however, does have the requisite authority to act as the Owner's agent throughout the construction of the Project in accordance with the contract between the Owner and the Construction Manager (ConsensusDOCS 801 as modified by the State of Iowa).

4.2 BUILDING PERMIT, FEES AND APPROVALS Except for those permits and fees related to the Trade Contract Work which are the responsibility of the Trade Contractor pursuant to subsection 3.16.1, the Owner shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.3 Deleted

4.4 TRADE CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide One (1) copies of the Trade Contract Documents to the Trade Contractor without cost. Additional copies will be provided to the Trade Contractor at cost. This paragraph is not intended to be in conflict with Iowa Code Section 26.3 requirement that a sufficient number of copies of the contract documents be made available to bidders without charge (but a deposit not to exceed \$250 per set may be required). If the Trade Contractor was required to make a deposit for a set of Trade Contract Documents for purposes of bidding then the Trade Contractor may elect to have the deposit returned instead of being provided with an additional copy.



4.4.1 DIGITIZED DOCUMENTS If the Owner requires that the Owner, Design Professional, Construction Manager and Trade Contractor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional, Construction Manager and Trade Contractor shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate Agreement, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software and services; (d) acceptable formats, transmission methods and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.5 OWNER'S CUTTING AND PATCHING Cutting, patching or altering the Trade Contract Work by the Owner or Others shall be done with the prior written approval of the Trade Contractor, which approval shall not be unreasonably withheld.

4.6 OWNER'S RIGHT TO CLEAN UP In case of a dispute between the Trade Contractor and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) business Days' notice and allocate the cost among those responsible during the following pay period.

4.7 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Trade Contractor, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Trade Contractor incurs additional costs or is delayed due to such loss or damage, the Trade Contractor shall be entitled to an equitable adjustment in the Trade Contract Price or Trade Contract Time.

## ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Trade Contract Work not performed by the Trade Contractor with its own forces shall be performed by Subcontractors.

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE TRADE CONTRACT WORK

5.2.0 The Trade Contractor must identify all Subcontractors and suppliers within 48 hours of the published date and time for which bids must be submitted, in accordance with Iowa Code Section 8A.311, as amended by House File 646 in 2011. Subcontractors and suppliers may not be changed without the approval of the Owner. Requests for changing a Subcontractor or supplier must identify the reason for the proposed change, the name of the new Subcontractor or supplier, and the change in the subcontractor or supplier price as a result of the change. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract Price via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

5.2.1 If the Owner has a reasonable objection to any proposed subcontractor or material supplier, the Owner shall notify the Trade Contractor in writing.

5.2.2 If the Owner has reasonably and promptly objected as provided in subsection 5.2.1, the Trade Contractor shall not contract with the proposed subcontractor or material supplier, and the Trade Contractor shall propose another Subcontractor acceptable to the Owner. To the extent the substitution results in an increase or decrease in the Trade Contract Price or Trade Contract Time, an appropriate





Trade Contract Change Order shall be issued as provided in ARTICLE 8.

5.3 BINDING OF SUBCONTRACTORS The Trade Contractor agrees to bind every Subcontractor (and require every Subcontractor to so bind its subcontractors) to all the provisions of this Agreement and the Trade Contract Documents as they apply to the Subcontractor's portion of the Trade Contract Work.

5.4 Deleted

#### 5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.5.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Trade Contractor to the Owner, subject to the prior rights of any surety, provided that:

5.5.1.1 this Agreement is terminated by the Owner pursuant to sections 11.3 or 11.4; and

5.5.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Trade Contractor in writing, and assumes all rights and obligations of the Contractor pursuant to each subcontract agreement.

5.5.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

### ARTICLE 6 TRADE CONTRACT TIME

#### 6.1 PERFORMANCE OF THE TRADE CONTRACT WORK

6.1.1 DATE OF COMMENCEMENT The Date of Commencement is the date of Owner's written notice to proceed unless otherwise set forth below:

6.1.2 TIME Substantial Completion of the Trade Contract Work shall be achieved in xxx (xx) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Trade Contractor shall achieve Final Completion within 30 Days after the date of Substantial Completion, subject to adjustments as provided for in the Trade Contract Documents.

6.1.3 Time limits stated above are of the essence of this Agreement.

6.1.4 Unless instructed by the Owner in writing, the Trade Contractor shall not knowingly commence the Trade Contract Work before the effective date of insurance to be provided by the Trade Contractor and Owner as required by the Trade Contract Documents.

6.2 CONSTRUCTION SCHEDULE Prior to the commencement of the construction of the Trade Contract Work, the Trade Contractor shall submit a copy of its critical path method (CPM) construction schedule showing the completion of the Trade Contract Work within the allowable number of days identified above. The Trade Contractor shall regularly update its CPM construction schedule for the Trade Contract Work and promptly furnish the Construction Manager on an ongoing basis scheduling information requested by the Construction Manager for the Trade Contract Work. In consultation with the Trade Contractor, the Construction Manager shall incorporate the Trade Contract Work and work of other trade contractors into an overall Construction Schedule for the entire Project. The Trade Contractor shall be bound by the Construction. Nothing in this Trade Contractor Agreement shall relieve the Trade Contractor of any liability for any unexcused failure to comply with its original schedule, the Construction Schedule, or any completion dates. The Construction Manager shall have the right to coordinate the Trade Contractors, including the right, if necessary, to change the time, order and priority in which the various portions of the Trade Contract Work and the other work associated with the Project shall be performed.



### 6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If the Trade Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Trade Contractor, the Trade Contractor shall be entitled to an equitable extension of the Trade Contract Time if the Trade Contractor is able to show that the critical path of the Trade Contract Work was delayed by causes beyond the control of the Trade Contractor. Examples of causes beyond the control of the Trade Contractor include, but are not limited to, the following: acts or omissions of the Owner, the Design Professional, Construction Manager or Others; changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Trade Contractor; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Owner pending dispute resolution; and suspension by the Owner under section 11.1. The Trade Contractor shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 8.

6.3.2 In addition, if the Trade Contractor is able to show that it incurred additional costs because the critical path of the Trade Contract Work was delayed by acts or omissions of the Owner, the Design Professional, Construction Manager or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution or suspension by the Owner under section 11.1, then the Trade Contractor shall be entitled to an equitable adjustment in the Trade Contract Price subject to section 6.6.

6.3.3 NOTICE OF DELAYS In the event delays to the Trade Contract Work are encountered for any reason, the Trade Contractor shall provide prompt written notice to the Owner and the Construction Manager of the cause of such delays after Trade Contractor first recognizes the delay. The Owner and Trade Contractor agree to undertake reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If the Trade Contractor believes it is due an equitable extension of Trade Contract Time or an equitable adjustment in Trade Contract Price as a result of a delay described in subsection 6.3.1, the Trade Contractor shall give the Owner and the Construction Manager written notice of the claim in accordance with section 8.4. If the Trade Contractor causes delay in the completion of the Trade Contract Work, the Owner shall be entitled to recover its additional costs subject to subsection 6.6. The Owner shall process any such claim against the Trade Contractor in accordance with ARTICLE 8.

### 6.5 LIQUIDATED DAMAGES

6.5.1 SUBSTANTIAL COMPLETION The Owner and the Trade Contractor agree that this Agreement  shall /  shall not (indicate one) provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.5.1.1 The Trade Contractor understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Trade Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Trade Contractor agrees that if the Date of Substantial Completion is not attained the Trade Contractor shall pay the Owner Zero Dollars and No Cents (\$0.00) as liquidated damages and not as a penalty for each day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all



extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.5.2 FINAL COMPLETION The Owner and the Trade Contractor agree that this Agreement  shall /  shall not (indicate one) provide for the imposition of liquidated damages based on the Date of Final Completion.

6.5.2.1 The Trade Contractor understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Trade Change Order is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Trade Contractor agrees that if the Date of Final Completion is not attained the Trade Contractor shall pay the Owner Zero Dollars and No Cents (\$0.00) as liquidated damages and not as a penalty for each day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.5.3 OTHER LIQUIDATED DAMAGES The Owner and the Trade Contractor may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in Section 6.5 and excluding losses covered by insurance required by the Trade Contract Documents, the Owner and the Trade Contractor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Trade Contractor agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.6.1 The following items of damages are excluded from this mutual waiver: The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Trade Contractor shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

## ARTICLE 7 TRADE CONTRACT PRICE

7.1 LUMP SUM As full compensation for performance by the Trade Contractor of the Work in conformance with the Contract Documents, the Owner shall pay the Trade Contractor the lump sum price of: XX dollars and XX cents (\$XX.XX) . The lump sum price is hereinafter referred to as the Trade Contract Price, which shall be subject to increase or decrease as provided in article 8.

Lump Sum Price includes Base Bid of \$X.XX and Alternate #XX for {alternate description} for \$X.XX for a total Lump Sum Price of \$X.XX.

### 7.2 ALLOWANCES

7.2.1 All allowances stated in the Trade Contract Documents shall be included in the Trade Contract Price. The Owner shall select allowance items in a timely manner so as not to delay the Trade Contract



Work.

7.2.2 Allowances shall include the costs of materials, supplies and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Trade Contractor's Overhead and profit for the allowances shall be included in the Trade Contract Price, but not in the allowances. The Trade Contract Price shall be adjusted by Trade Contract Change Order to reflect the actual costs when they are greater than or less than the allowances.

## ARTICLE 8 CHANGES

Changes in the Trade Contract Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Trade Contract Change Order, and Trade Contract Interim Directed Change.

### 8.1 TRADE CHANGE ORDER

8.1.1 The Owner may order or the Trade Contractor may request changes in the Trade Contract Work or the timing or sequencing of the Trade Contract Work that impacts the Trade Contract Price or the Trade Contract Time. All such changes in the Trade Contract Work that affect Trade Contract Time or Trade Contract Price shall in the form of a Trade Contract Change Order. Any such requests for a change in the Trade Contract Price or the Trade Contract Time shall be processed in accordance with this article 8. Trade Contract Change Orders shall be executed on the ConsensusDOCS 813 - Trade Contract Change Order (CM as Owner's Agent) with attachments as necessary.

8.1.2 The Owner, with the assistance of the Construction Manager, and the Trade Contractor shall negotiate in good faith an appropriate adjustment to the Trade Contract Price or the Trade Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Trade Contract Change Order and any adjustment in the Trade Contract Price or Trade Contract Time shall not be unreasonably withheld.

### 8.2 TRADE CONTRACT INTERIM DIRECTED CHANGE

8.2.1 The Construction Manager may issue a written Trade Contract Interim Directed Change signed by the Owner directing a change in the Trade Contract Work prior to reaching agreement with the Trade Contractor on the adjustment, if any, in the Trade Contract Price or the Trade Contract Time.

8.2.2 The Owner, with the assistance of the Construction Manager, and the Trade Contractor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Trade Contract Price or the Trade Contract Time arising out of a Trade Contract Interim Directed Change. As the Trade Contract Changed Work is performed, the Trade Contractor shall submit its costs for such work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Trade Contract Interim Directed Change. If there is a dispute as to the cost to the Owner, the Trade Contractor shall continue to perform the Trade Contract Changed Work set forth in the Trade Contract Interim Directed Change and the Owner shall pay the requirements Trade Contractor the Cost of the Work, defined in 8.3.1.3 below upon receipt of an application for payment and the Owner's (and the Architect's and construction manger's) determination that the work has been completed. The Parties reserve their rights as to the disputed amount, subject to the requirements ARTICLE 12.

8.2.3 When the Owner and the Trade Contractor agree upon the adjustment in the Trade Contract Price or the Trade Contract Time, for a change in the Trade Contract Work directed by a Trade Contract Interim Directed Change, such agreement shall be the subject of a Trade Contract Change Order. The



Trade Contract Change Order shall include all outstanding Trade Contract Interim Directed Changes on which the Owner and Trade Contractor have reached agreement on Contract Price or Contract Time issued since the last Trade Contract Change Order.

### 8.3 DETERMINATION OF COST

8.3.1 An increase or decrease in the Trade Contract Price or the Trade Contract Time resulting from a change in the Trade Contract Work shall be determined by one or more of the following methods:

8.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

8.3.1.2 a mutually accepted, itemized lump sum;

8.3.1.3 **COST OF THE WORK** Cost of the Work as defined by this subsection plus 10.0 % for Overhead and 5.0 % for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work

8.3.1.3.1 wages paid for labor in the direct employ of the Constructor in the performance of the Work;

8.3.1.3.2 salaries of the Trade Contractor's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office performing the functions listed below;

8.3.1.3.3 cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Trade Contractor's standard personnel policy, insofar as such costs are paid to employees of the Trade Contractor who are included in the Cost of the Work in subsections .1 and .2 immediately above;

8.3.1.3.4 reasonable transportation, travel, and hotel expenses of the Trade Contractor's personnel incurred in connection with the Work;

8.3.1.3.5 cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling;

8.3.1.3.6 payments made by the Trade Contractor to Subcontractors for Work performed under this Agreement;

8.3.1.3.7 cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of the Trade Contractor;

8.3.1.3.8 rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Trade Contractor or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Trade Contractor or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

8.3.1.3.9 cost of the premiums for all insurance and surety bonds which the Trade Contractor is



required to procure or deems necessary, and approved by the Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.3.1.3.10 sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which the Trade Contractor is liable;

8.3.1.3.11 permits, fees, licenses, tests, and royalties;

8.3.1.3.12 reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work;

8.3.1.3.13 all water, power, and fuel costs necessary for the Work;

8.3.1.3.14 cost of removal of all nonhazardous substances, debris, and waste materials;

8.3.1.3.15 all costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the Changed Work;

8.3.1.3.16 DISCOUNTS All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Constructor, all cash discounts shall accrue to the Constructor. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

8.3.1.3.17 COST REPORTING The Trade Contractor shall maintain in conformance with generally accepted accounting principles a complete and current set of records that are prepared or used by the Trade Contractor to calculate the Cost of Work. The Owner and Construction Manager shall be afforded access to the Trade Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. The Trade Contractor shall preserve all such records for a period of three years after the final payment or longer where required by law;

8.3.1.3.18 COST AND SCHEDULE ESTIMATES The Trade Contractor shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy

8.3.1.4 If an increase or decrease cannot be agreed to as set forth in Clauses .1 through .3 above, and the Owner or the Construction Manager issues a Trade Contract Interim Directed Change, the cost of the change in the Trade Contract Work shall be determined by the reasonable actual expense and savings of the performance of the Work resulting from the change. If there is a net increase in the Trade Contract Price, the Trade Contractor's Fee shall be adjusted accordingly. In case of a net decrease in the Trade Contract Price, the Trade Contractor's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Trade Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.3.2 If unit prices are set forth in the Trade Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Trade Change Order that the original unit prices will cause substantial inequity to the Owner or the Trade Contractor, such unit prices shall be equitably adjusted.

8.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in subsection 6.3.2 and section 6.4 for



any claim for an increase in the Trade Contract Price or the Trade Contract Time, the Trade Contractor shall give the Owner and the Construction Manager written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after the Trade Contractor first recognizes (or should have recognized) the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Trade Contract Work. Thereafter, the Trade Contractor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a period of time. The Owner or Construction Manager shall respond in writing denying or approving the Trade Contractor's claim no later than fourteen (14) Days after receipt of the Trade Contractor's claim. Any change in the Trade Contract Price or the Trade Contract Time resulting from such claim shall be authorized by Trade Contract Change Order.

## ARTICLE 9 PAYMENT

9.1 GENERAL PROVISIONS Within fourteen (14) calendar Days from the date of execution of this Agreement, the Trade Contractor shall prepare and submit to the Construction Manager for approval a Schedule of Values apportioned to the various divisions or phases of the Trade Contract Work. Each line item contained in the Schedule of Values shall be assigned a monetary price such that the total of all such items shall equal the Trade Contract Price. The Schedule of Values shall be prepared in such detail and be supported by such documents and proof as may be required by the Construction Manager.

### 9.2 PROGRESS PAYMENTS

9.2.1 APPLICATIONS The Trade Contractor shall submit to the Construction Manager monthly notarized applications for payment. Trade Contractor's applications for payment shall be itemized and supported by the Trade Contractor's Schedule of Values and any other substantiating data as required by this Trade Contractor Agreement or requested by the Construction Manager or Design Professional. Payment applications may include payment requests on account of properly authorized Trade Contract Change Orders and Interim Directed Changes. The progress payment application shall include Trade Contract Work performed through the preceding calendar month. The Construction Manager will review the application and recommend to the Design professional and the Owner amounts payable by the Owner to the Trade Contractor. The Owner, in accordance with the determination of the Design Professional, shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than thirty (30) calendar Days after the payment application, or portion thereof, is approved the Design Professional. The Owner may deduct, from any progress payment, such amounts as may be retained pursuant to subsection 9.2.4 below.

9.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Trade Contractor of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the site.

### 9.2.3 CLAIM WAIVERS

9.2.3.1 PARTIAL CLAIMWAIVERS AND AFFIDAVITS As a prerequisite for payment, the Trade Contractor shall provide, in a form satisfactory to the Owner and the Construction Manager, partial claim waivers in the amount of the application for payment and affidavits from the Trade Contractor, and its Subcontractors, Material Suppliers for the completed Trade Contract Work.



Such waivers shall be effective upon payment. In no event shall the Trade Contractor be required to sign an unconditional waiver of claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

9.2.4 **RETAINAGE** From each progress payment made to the Trade Contractor has the Owner shall retain FIVE (5) percent of the amount otherwise due after deduction of any amounts as provided in section 9.3 and in no event shall such percentage exceed any applicable statutory requirements of this Agreement. Retainage shall be withheld and administered in accordance with Iowa Code Chapter 572:

9.3 **ADJUSTMENT OF TRADE CONTRACTOR'S PAYMENT APPLICATION** The Owner or the Construction Manager, upon notification of the Design Professional, may reject or adjust a Trade Contractor payment application or nullify a previously approved Trade Contractor payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Trade Contractor is responsible therefor under this Trade Contractor Agreement:

9.3.1 the Trade Contractor's repeated failure to perform the Trade Contract Work as required by the Trade Contractor Agreement;

9.3.2 loss or damage arising out of or relating to the Trade Contractor Agreement and caused by the Trade Contractor to the Owner, or to the Construction Manager or others to whom the Owner may be liable;

9.3.3 the Trade Contractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Trade Contract Work;

9.3.4 nonconforming or defective Trade Contract Work which has not been corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Trade Contract Work such that the work will not be completed within the Trade Contract Time, and that the unpaid balance of the Trade Contract Price is not sufficient to offset any liquidated damages or actual damages that may be sustained by the Owner as a result of the anticipated delay caused by the Trade Contractor;

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Trade Contract Price is insufficient to cover the cost to complete the Trade Contract Work; and

9.3.7 third-party claims involving the Trade Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Trade Contractor furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established. No later than thirty (30) Days after receipt of an application for payment, the Owner or Construction Manager shall give written notice to the Trade Contractor, disapproving or nullifying it or a portion thereof, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for amounts previously withheld.

9.4 **PAYMENT NOT ACCEPTANCE** Payment to the Trade Contractor does not constitute or imply acceptance of any portion of the Trade Contract Work.

9.5 **PAYMENT DELAY** If for any reason not the fault of the Trade Contractor, the Trade Contractor does not receive a progress payment from the Owner sixty (60) calendar Days after the time such payment is due, as defined in Subparagraph 9.2.1, then the Trade Contractor, upon giving within seven (7) calendar Days after written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop its Trade Contract Work until payment of the full amount owing to the Trade Contractor has been received. The





Trade Contract Price and Trade Contract Time shall be equitably adjusted by a Trade Contract Change Order to reflect reasonable cost and delay resulting from shutdown, delay and start-up.

## 9.6 SUBSTANTIAL COMPLETION

9.6.1 The Trade Contractor shall notify the Owner, the Construction Manager and the Design Professional when it considers Substantial Completion of the Trade Contract Work or a designated portion to have been achieved. The Construction Manager and the Design Professional shall promptly conduct an inspection to determine whether the Trade Contract Work or designated portion can be occupied or utilized for its intended use by the Owner without excessive interference in completing any remaining unfinished Trade Contract Work by the Trade Contractor. If the Construction Manager and the Design Professional determine that the Trade Contract Work or designated portion has not reached Substantial Completion, the Design Professional, and the Construction Manager, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or utilize the Trade Contract Work or designated portion for its intended use. The Trade Contractor shall promptly complete all items on the list.

9.6.2 When Substantial Completion of the Trade Contract Work or a designated portion is achieved, the Construction Manager and the Design Professional shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and Trade Contractor for interim items such as security, maintenance, utilities, insurance and damage to the Trade Contract Work. The Owner shall assume all responsibilities for items such as security, maintenance, utilities, and insurance, and damage to the Work. The certificate shall also list the items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted to the Trade Contractor for written acceptance of responsibilities assigned in the Certificate.

9.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Trade Contract Documents shall commence on the date of Substantial Completion of the Trade Contract Work or a designated portion.

9.6.4 Uncompleted items shall be completed by the Trade Contractor by the Final Completion date set forth in the Agreement and/or Construction Schedule. The Trade Contractor may request early release of retainage in accordance with Iowa Code Section 26.13. Payment for completed work and retainage shall be made in accordance with Iowa Code Chapters 26 and 573.

9.7 PARTIAL OCCUPANCY OR USE The Owner may occupy or use completed or partially completed portions of the Trade Contract Work when (a) the portion of the Trade Contract Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Trade Contract Work.

## 9.8 FINAL PAYMENT

9.8.1 APPLICATION Upon acceptance of the Trade Contract Work by the Construction Manager, and approval by the Design Professional, and upon the Trade Contractor furnishing evidence of fulfillment of the Trade Contractor's obligations in accordance with the Trade Contract Documents, the Trade Contractor shall submit its application for final payment. The Construction Manager will review the Trade Contractor's final payment application and recommend to the Design Professional and the Owner an amount payable by the Owner to the Trade Contractor. The Design Professional shall then recommend an amount to be paid by the Owner. Final payment shall be made in accordance with Iowa Code Chapters 26 and 573.



9.8.2 REQUIREMENTS Along with its application for final payment, the Trade Contractor shall furnish to the Construction Manager:

9.8.2.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Trade Contract Work for which the Owner or its property or the Construction Manager or the Owner's surety might in any way be liable, have been paid or otherwise satisfied;

9.8.2.2 consent of the Trade Contractor's surety to final payment;

9.8.2.3 satisfaction of closeout procedures as may be required by the Trade Contractor Agreement;

9.8.2.4 certification (or other writing indicating) that insurance required by the Trade Contractor Agreement is and will remain effect beyond final payment pursuant to this Trade Contractor Agreement and

9.8.2.5 other data if required by the Owner or Construction Manager, such as receipts, releases, and waivers of liens effective upon payment to the extent and in such form as may be designated by the Owner or Construction Manager. Acceptance of final payment by the Trade Contractor shall constitute a waiver of all claims by the Trade Contractor except those previously made in writing and identified by the Trade Contractor as unsettled at the time of final application for payment.

9.8.3 TIME OF PAYMENT Final payment of the balance of the Trade Contract Price, less any amount retained pursuant to subsection 9.2.4 of this Agreement, and as required by Iowa Code Chapters 26 and 573, which among other things requires that twice the amount of an Iowa Code Chapter 573 subcontractor claim be withheld from final payment, shall be made to the Trade contractor within sixty (60) Days after the Trade Contractor has submitted a complete and accurate application for final payment.

9.8.4 LATE PAYMENT INTEREST Progress payments or final payment due and unpaid under this Trade Contractor Agreement shall bear interest from the date payment is due at the statutory rate prevailing at the place of the Project.

9.9 PAYMENT USE AND VERIFICATION The Trade Contractor is required to pay for all labor, materials and equipment used in the performance of the Trade Contract Work through the most current period applicable to progress payments received. Reasonable evidence, satisfactory to the Construction Manager, may be required to show that all obligations relating to the Trade Contract Work are current before releasing any payment due on the Trade Contract Work. If required by the Construction Manager, before final payment is made for the Trade Contract Work, the Trade Contractor shall submit evidence satisfactory to the Construction Manager that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Trade Contract Work, have been paid or otherwise satisfied as set forth in subsection 9.8.2.

## ARTICLE 10 INDEMNITY, INSURANCE, WAIVERS AND BONDS

### 10.1 INDEMNITY

10.1A To the extent portions of this Article are in conflict with SF 396 (codified at Iowa Code Section 573A.5) said portions are void and unenforceable.

10.1.1 TRADE CONTRACTOR'S INDEMNITY To the fullest extent permitted by law, the Trade Contractor shall indemnify and hold harmless the Owner, the Owner's officers, directors, members,



consultants, agents and employees, from all claims for bodily injury and property damage, other than to the Work itself and other property insured under subsection 10.3.1, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Trade Contractor, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Trade Contractor shall be entitled to reimbursement of any defense costs paid above the Trade Contractor's percentage of liability for the underlying claim to the extent provided for under subsection 10.1.2.

10.1.2 OWNER'S INDEMNITY To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Trade Contractor, its officers, directors, members, consultants, agents, and employees, from all claims for bodily injury and property damage, other than property insured under subsection 10.3.1, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by Owner, Design Professional or Others, but only to the extent caused by the negligent acts or omissions of the Owner, Design Professional or Others. The Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for under subsection 10.1.1.

10.1.3 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL INDEMNITY The Owner shall cause the Construction Manager and the Design Professional to agree to indemnify and hold harmless the Owner from all claims for bodily injury and property damage, other than to the Work itself and other property insured under section 10.3, that may arise from the Construction Manager's or the Design Professional's services, but only to the extent that such claims result from the negligent acts or omissions of the Construction Manager or the Design Professional, respectively, or anyone for whose acts or omissions the Construction Manager or Design Professional, respectively, is liable. Such provisions shall be in a form no less protective of the Parties than the Construction Manager's Indemnity provided in ConsensusDocs 801 (2011) or the Design Professional's indemnity provided in ConsensusDocs 803 (2011) respectively, and shall be reasonably satisfactory to the Owner and the Trade Contractor.

10.1.4 ADJACENT PROPERTY INDEMNIFICATION To the extent of the limits of Trade Contractor's Commercial General Liability Insurance specified in subsection 10.2.1 or Zero Dollars and No Cents (\$0.00) whichever is more, the Trade Contractor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorney's fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Trade Contract Work, but only to the extent of the negligent acts or omissions of the Trade Contractor, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.1.5 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Trade Contractor, anyone directly or indirectly employed by the Trade Contractor or anyone for whose acts the Trade Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Trade Contractor under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

## 10.2 TRADE CONTRACTOR'S INSURANCE

10.2.1 Prior to the start of the Work, the Trade Contractor shall procure and maintain in force Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and



advertising injury, contractual liability, and broad form property damage. The Trade Contractor's liability policies, as required in this Subparagraph 10.2.1, shall be written on an occurrence basis with at least the following limits of liability:

10.2.1.1 Workers' Compensation- amount required by the laws of Iowa

10.2.1.2 Employers' Liability Insurance - \$500,000 or an amount required by Iowa law, whichever is greater.

10.2.1.3 Business Automobile Liability Insurance

a. \$1,000,000 Each Accident

10.2.1.4 Commercial General Liability Insurance

a. \$1,000,000 Each Occurrence b. \$2,000,000 General Aggregate c. \$1,000,000 Products/Completed Operations Aggregate d. \$1,000,000 Personal and Advertising Injury Limit

10.2.2 The Trade Contractor Must also carry and maintain Excess or Umbrella Liability coverage for the policies in subsection 10.2.1 in the amounts as listed below:

Trade Contractor Contract Amount: <\$1,000,000 - \$2 Million Umbrella or more \$1,000,000 - \$5,000,000 - \$5 Million Umbrella or more >\$5,000,000 - \$10 Million Umbrella or more

10.2.3 The Trade Contractor shall maintain in effect all insurance coverage required under subsection 10.2.1 with insurance companies lawfully authorized to do business in Iowa. Such insurance companies shall have a minimum A.M. Best Rating of A-VI (Consult instructions and insurance advisor). If the Trade Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Trade Contractor, or terminate this Agreement.

10.2.4 To the extent commercially available, the policies of insurance required under Subparagraph 10.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) with 10 business days after cancellation of coverage by the insurance company. The Trade Contractor shall maintain completed operations liability insurance for one year after acceptance of the Contract Documents, whichever is longer. Prior to commencement of services, the Trade Contractor shall furnish the Owner with certificates evidencing the required coverages. In addition, if any insurance policy required under subsection 10.2.1 is not to be immediately replaced without a lapse in coverage when it expires, exhausts its limits, or is to be, cancelled, the Trade Contractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

#### 10.2.5 ADDITIONAL LIABILITY COVERAGE

10.2.5.1 The Owner  shall /  shall not (indicate one) require the Trade Contractor to purchase and maintain liability coverage, primary to the Owner's coverage under subsection 10.3.1.

10.2.5.2 If required by subsection 10.2.5.1, the additional liability coverage required of the Trade Contractor shall be:

1. Additional Insured Owner shall be named as an additional insured on Trade Contractor's Commercial General Liability Insurance specified for operations and completed operations,



but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Trade Contractor, or those acting on Trade Contractor's behalf, in the performance of Trade Contractor's Work for.

2. OCP Trade Contractor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on Commercial General Liability Insurance specified or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by the Owner directly or the costs may be reimbursed by the Owner to the Trade Contractor by increasing the Trade Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, the Trade Contractor shall obtain and furnish to the Owner a certificate evidencing that the additional liability coverages have been procured.

10.2.6 PROFESSIONAL LIABILITY INSURANCE To the extent the Trade Contractor is required to procure design services under this Agreement, in accordance with section 3.14, the Trade Contractor shall require the designers to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by any of the Designer's(s') consultants, written for not less than \$1,000,000 per claim and in the aggregate with the deductible not to exceed \$2,000,000. The deductible shall be paid by the Designer.

### 10.3 OWNER'S INSURANCE

10.3.1 Deleted.

10.3.2 Deleted.

### 10.4 PROPERTY INSURANCE

10.4.1 Before the start of Trade Contract Work, the Owner shall obtain and maintain Builder's Risk Policy insurance with minimum coverage limits equal to the full cost of replacement of the Project at the time of loss. This insurance shall also name the Trade Contractor, Subcontractors, Material Suppliers, Construction Manager and Design Professional as insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood (subject to sublimits), earthquake (subject to sublimits), earth movement, water damage, wind damage, testing if applicable, collapse however caused, and shall include coverage for, material, or equipment stored offsite, onsite or in transit. This policy shall provide for a waiver of subrogation in favor of the Trade Contractor, Subcontractors, Material Suppliers, Construction Manager and Design Professional. This insurance shall remain in effect until the Substantial Completion of the Work, final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this Subparagraph 10.4.1.

10.4.2 If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Trade Contractor, the Design Professional and the Construction Manager before the Trade Contract



Work is commenced. The Trade Contractor may then provide insurance to protect its interests and the interests of the Subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of Trade Contractor's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

10.4.2.1 The Owner will not obtain insurance to cover the risk of physical loss resulting from Terrorism. The Construction Manager is not required to purchase this type of insurance but may purchase this type of insurance if it chooses. If purchased, the cost of this insurance shall be borne by the Construction manager.

10.4.3 POLICIES The Owner shall provide the Trade Contractor with a copy of all policies including all endorsements upon request.

## 10.5 PROPERTY INSURANCE LOSS ADJUSTMENT

10.5.1 LOSS ADJUSTMENT Any insured loss shall be adjusted with the Owner and the Trade Contractor and made payable to the Owner as trustee for the insureds, as their interests may appear.

10.5.2 DISTRIBUTION OF PROCEEDS Following the occurrence of an insured loss, monies received will be deposited in a separate account and the trustee shall make distribution in accordance with the agreement of the Parties in interest.

## 10.6 WAIVERS

10.6.1 PROPERTY DAMAGE The Owner and Trade Contractor waive all claims and other rights they may have against each other for loss of or damage to (a) the Project, (b) all materials, machinery, equipment and other items used in accomplishing the Trade Contract Work or services or to be incorporated into the Project, while the same are in transit, at the Project Site, during erection and otherwise, and (c) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, to the extent such damage is covered by property insurance. The proceeds of such insurance shall be held by the Owner as trustee.

10.6.2 WAIVER OF SUBROGATION The Owner shall have its insurers waive all rights of subrogation they may have against the Construction Manager, Design Professional, Trade Contractors, and their Subcontractors and Material Suppliers on all policies carried by the Owner on the Project and adjacent properties, including, after final payment, those policies to be provided on the completed Project not intended to insure the Project during construction.

10.6.3 ENDORSEMENT If the policies of insurance referred to in this section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner will cause them to be so endorsed.

10.7 RISK OF LOSS Except to the extent a loss is covered by property insurance, carried by the owner, risk of loss or damage to the Work shall be upon the Trade Contractor until the Date of Final Completion, unless otherwise agreed to by the Parties.

## 10.8 BONDS Performance and Payment Bonds

are

are not

required of the Trade Contractor that meet the requirements of Iowa Code Chapter 573. A deposit in lieu of a



bond may be acceptable if it meets the requirements of Iowa Code Section 573.4. Such bonds shall be issued by a surety admitted in the State in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond and of the Performance Bond shall each be one hundred percent (100%) of the original Contract Price. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the Bond shall remain equal to one hundred percent (100%) of the Contract Price. The Trade Contractor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price, though the Trade Contractor shall require that its surety waives any requirement to be notified of any alteration or extension of time. The Trade Contractor's Payment Bond for the Project, if any, shall be made available by the Owner for review and copying by the Subcontractor. Iowa Code Chapter 573 shall control and take precedence over any conflicting term or condition in this Agreement

## ARTICLE 11 SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT

### 11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should the Owner order the Trade Contractor in writing to suspend, delay, or interrupt the performance of the Trade Contract Work for such period of time as may be determined to be appropriate for the convenience of the Owner and not due to any act or omission of the Trade Contractor or any person or entity for whose acts or omissions the Trade Contractor may be liable, then the Trade Contractor shall immediately suspend, delay or interrupt that portion of the Trade Contract Work as ordered by the Owner. The Trade Contract Price and the Trade Contract Time shall be equitably adjusted by Trade Contract Change Order for the cost and delay resulting from any such suspension.

11.1.2 Any action taken by the Owner that is permitted by any other provision of the Trade Contract Documents and that results in a suspension of part or all of the Trade Contract Work does not constitute a suspension of Trade Contract Work under this section.

11.2 NOTICE TO CURE A DEFAULT If the Trade Contractor persistently refuses or fails to supply enough properly skilled workers, proper materials, or equipment to maintain the approved Construction Schedule in accordance with ARTICLE 6, or fails to make prompt payment to its workers, Subcontractors or Material Suppliers; disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or is otherwise guilty of a material breach of a provision of this Agreement, the Trade Contractor may be deemed in default. If the Trade Contractor fails within seven (7) business Days after receipt of written notification to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Trade Contractor a second notice to correct the default within a three (3) Day period. If the Trade Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may:

11.2.1 supply workers and materials, equipment and other facilities as the Owner or Construction Manager deems necessary for the satisfactory correction of the default, and charge the cost to the Trade Contractor, who shall be liable for the payment of same including reasonable Overhead, profit and attorneys' fees;

11.2.2 contract with Others to perform such part of the Trade Contract Work as the Owner or Construction Manager determines shall provide the most expeditious correction of the default, and charge the cost to the Trade Contractor;

11.2.3 withhold payment due the Trade Contractor in accordance with section 9.3; and

11.2.4 in the event of an emergency affecting the safety of persons or property, immediately commence



and continue satisfactory correction of such default as provided in subsections 11.2.1 and 11.2.2 without first giving written notice to the Trade Contractor, but shall give prompt written notice of such action to the Trade Contractor following commencement of the action.

### 11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 11.2, the Trade Contractor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Trade Contractor that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen additional Days. After the expiration of the additional fourteen (14) Day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner under section 11.2. If the Owner's cost arising out of the Trade Contractor's failure to cure, including the cost of completing the Trade Contract Work and reasonable attorneys' fees, exceeds the unpaid Trade Contract Price, the Trade Contractor shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid Trade Contract Price, the Owner shall pay the difference to the Trade Contractor. In the event the Owner exercises its rights under this section, upon the request of the Trade Contractor the Owner shall furnish to the Trade Contractor a detailed accounting of the cost incurred by the Owner.

11.3.2 USE OF TRADE CONTRACTOR'S MATERIALS, SUPPLIES AND EQUIPMENT If the Owner or Others perform work under this section, the Owner shall have the right to take and use any materials, supplies and equipment belonging to the Trade Contractor and located at the Worksite for the purpose of completing any remaining Trade Contract Work. Immediately upon completion of the Work, any remaining materials, supplies or equipment not consumed or incorporated in the Trade Contract Work shall be returned to the Trade Contractor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If the Trade Contractor files a petition under the Bankruptcy Code, this Agreement may be terminated for cause at the may be terminated for cause at the Owner.

11.3.3 If the Trade Contractor files a petition under the Bankruptcy Code, this Agreement may be terminated for cause at the may be terminated for cause at the Owner.

11.3.4 The Owner shall make reasonable efforts to mitigate damages arising from Trade Contractor default, and shall promptly invoice the Trade Contractor for all amounts due pursuant to sections 11.2 and 11.3.

### 11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon written notice to the Trade Contractor, the Owner may, without cause, terminate this Agreement. The Trade Contractor shall immediately stop the Work, follow the Owner's or Construction Manager's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If the Owner terminates this Agreement pursuant to this section, the Trade Contractor shall be paid:

11.4.2.1 for the Work performed to date including Overhead and profit; and

11.4.2.2 for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on work not performed;

11.4.2A Upon written notice to the Trade Contractor the Owner has the right to terminate this





Agreement without penalty as a result of the following: 1) the legislature or governor fail to appropriate funds sufficient to allow the Owner to operate as required and fulfill its obligations under this Agreement, 2) funds are de-appropriated or not allocated, 3) the Owner's authorization to operate is withdrawn or there is a material alteration in the programs administered by the owner, or 4) the Owner's duties are substantially modified. If such a termination results then the Trade Contractor shall be paid in the manner set forth in subparagraph 11.4.2. If, however, an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this paragraph then the Owner agrees to re-enter into a modified version of this Agreement that accounts for the termination and reinstatement.

11.4.3 If the Owner terminates this Agreement pursuant to sections 11.3 or 11.4, the Trade Contractor shall:

11.4.3 If the Owner terminates this Agreement pursuant to sections 11.3 or 11.4, the Trade Contractor shall:

11.4.3.1 execute and deliver to the Owner all papers and take all action required to assign, transfer and vest in the Owner the rights of the Trade Contractor to all materials, supplies and equipment for which payment has or will be made in accordance with the Trade Contract Documents and all subcontracts, orders and commitments which have been made in accordance with the Trade Contract Documents;

11.4.3.2 exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders and commitments that have not been fulfilled at the time of the termination;

11.4.3.3 cancel any subcontracts, orders and commitments as the Owner or Construction Manager directs; and

11.4.3.4 sell at prices approved by the Owner or Construction Manager any materials, supplies and equipment as the Owner or Construction Manager directs, with all proceeds paid or credited to the Owner.

## 11.5 TRADE CONTRACTOR'S RIGHT TO TERMINATE

11.5.1 Upon seven (7) Days' written notice to the Owner and Construction Manager, the Trade Contractor may terminate this Agreement if the Trade Contract Work has been stopped for a thirty (30) Day period through no fault of the Trade Contractor for any of the following reasons:

11.5.1.1 under court order or order of other governmental authorities having jurisdiction;

11.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Trade Contractor, materials are not available; or

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

11.5.2 In addition, upon seven (7) Days' written notice to the Owner and Construction Manager, the Trade Contractor may terminate the Agreement if the Owner:

11.5.2.1 fails to furnish reasonable evidence pursuant to section 4.1.2 that sufficient funds are available and committed for Project financing, or

11.5.2.2 assigns this Agreement over the Trade Contractor's reasonable objection, or

11.5.2.3 fails to pay the Trade Contractor in accordance with this Agreement and the Trade Contractor has complied with the notice provisions of section 9.5, or



11.5.2.4 otherwise materially breaches this Agreement.

11.5.3 Upon termination by the Trade Contractor in accordance with this section, the Trade Contractor shall be entitled to recover from the Owner payment for all Trade Contract Work executed and for any proven loss, cost or expense in connection with the Trade Contract Work, including all demobilization costs plus reasonable Overhead and profit on work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination pursuant to ARTICLE 11, the provisions of this Agreement still apply to any Trade Contract Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

## ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Trade Contractor shall continue the Trade Contract Work and maintain the Construction Schedule during any dispute mitigation or resolution proceedings. If the Trade Contractor continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. The authorized representative for the Trade Contractor is identified in Paragraph 3.4 of the Agreement. The authorized representative for the Owner is identified in Paragraph 4.2 of the Agreement. The parties' authorized representative are, among other things, authorized to resolve matters of disagreement and disputes between the Parties. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

12.3 MITIGATION The Parties agree that dispute mitigation procedures provided in this Project. Disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure immediately below. The dispute mitigation procedure shall result in nonbinding finding on the matter. This may be introduced as evidence at a subsequent binding adjudication of the matter, as designee on Paragraph 12.5. The Parties agree that the dispute mitigation procedure shall be

(Designate only one.)

Project Neutral

Dispute Review Board

12.3.1 MITIGATION PROCEDURES The Project Neutral/Dispute Review Board shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Project Neutral/Dispute Review Board's responsibilities. The costs and expenses of the Project Neutral/Dispute Review Board shall be shared equally by the Parties. The Project Neutral/Dispute Review Board shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Project Neutral/Dispute Review Board to address matters in dispute between the Parties promptly and knowledgeably. The Project Neutral/Dispute Review Board shall issue nonbinding findings within five (5) business Days of referral of the matter to the Project Neutral, unless good cause is shown.

12.3.2 If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Project Neutral/Dispute Review Board fails to issue nonbinding findings



within five (5) Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in section 12.5.

12.4 MEDIATION If direct discussions pursuant to section 12.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under section 12.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) business Days of the matter first being discussed and shall conclude within forty-five (45) business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating Party to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties.

12.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein.

(Designate only one.)

Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

12.5.1 The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute. However, the costs of binding dispute resolution does not include attorney fees. The Parties are each responsible for paying for their own attorney fees.

12.5.2 VENUE The venue of any binding dispute resolution procedure shall be Des Moines, Iowa.

12.6 MULTIPARTY PROCEEDING All parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

12.7 LIEN RIGHTS The Trade Contractor acknowledges that it has no mechanic's lien rights on this Project because it is a public improvement project.

### ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 ASSIGNMENT Neither the Owner nor the Trade Contractor shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

13.2 GOVERNING LAW This Agreement and all disputes arising there from shall be governed by the Iowa law.

13.3 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.



13.4 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance or any other term, covenant, condition or right.

13.5 TITLES AND GROUPINGS The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of sections or the use of headings be construed to limit or alter the meaning of any provisions.

13.6 ASSISTANCE OF COUNSEL AND INTERPRETATION The Parties agree that they had the opportunity to obtain the assistance of counsel in reviewing the Agreement terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.7 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

13.8 ADDITIONAL PROVISIONS (Insert here other provisions, if any, that pertain to this Agreement See Below.)

13.9 COMPLIANCE WITH LAW AND REGULATIONS The Trade Contractor shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing services and/or performing work under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Trade Contractor declares that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to provide the services and work required by this Agreement. The Trade Contractor further acknowledges that if this Project is a recipient of Federal financial assistance that it may be subject to requirements of Federal Acts and Executive Orders as mandated by Federal agencies having authority and jurisdiction to enforce and ensure compliance with such laws and regulations including, but not necessarily limited to, the Davis Bacon Act and other Federal Acts and Executive Orders.

13.10 EMPLOYMENT PRACTICES: It is the intent of the Iowa Department of Administrative Services to assure equal employment opportunity in all contract work as required by law. Vendors, are required to take affirmative action to ensure that applicants employed or seeking employment with them are treated equally as required by law. Vendors shall not illegally discriminate against any employee. During the course of the Project, the Vendor may be required to show compliance with the EEO and Affirmative Action requirements. Noncompliance with the provisions set forth at the time of contract award may result in termination or suspension of the Agreement in whole or in part. All vendors and service providers working under the terms of this Agreement are prohibited from engaging in discriminatory employment practices forbidden by Iowa law. Vendors shall complete and submit the Nondiscrimination Clause form for the Owner's approval.

13.11 RECIPROCAL BIDDER PREFERENCE In accordance with Iowa Code Section 73A.21, as amended in 2011 by HF 648, if the Trade Contractor is not a resident bidder of Iowa, as defined by law, then the Trade Contractor must specifically identify in writing with its bid any and all preferences or preferential treatment (including preferences related to labor) enforced by the state or foreign country in which the Trade Contractor is a resident. If the low bid Trade Contractor is not a resident bidder of Iowa and the Trade Contractor's foreign State of residence enforces such a preference then the Owner shall reciprocally enforce the preference in favor of a resident bidder of Iowa. Failure on the part of the Trade Contractor to completely and accurately abide by this legal requirement may, among other things, result in civil penalties and void this Agreement. The Trade Contractor should contact its attorney regarding this legal requirement if the Trade



Contractor has questions regarding its meaning or application.

13.12 LABOR RELATIONS The Trade Contractor shall comply with all Iowa and Federal labor laws. In accordance with Executive Order Number 69, issued by the Governor of Iowa on or about January 14, 2011, no project labor agreement (also known as a PLA), or similar, will be used on this Project. Iowa is a right to work state. No consultant, contractor, or employee shall be obligated to contract with or join any labor organization as a condition of performing work on this Project.

#### ARTICLE 14 TRADE CONTRACT DOCUMENTS

14.1 The Trade Contract Documents in existence at the time of execution of this Agreement are as follows:

RFBXXXXXXXXX Bid Package X

#### 14.2 INTERPRETATION OF TRADE CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Trade Contract Work is shown only on one but not on the other, the Trade Contractor shall perform the Trade Contract Work as though fully described on both consistent with the Trade Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Trade Contractor shall immediately submit the matter to the Owner for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Trade Contract Time or Price pursuant to ARTICLE 6 and ARTICLE 7 or dispute resolution in accordance with ARTICLE 12.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in this Agreement, shall be interpreted in accordance with their well-known meanings. This Agreement entered into as of the date entered in ARTICLE 1.

14.2.5 PRECEDENCE In case of any inconsistency, conflict or ambiguity among the Trade Contract Documents, the documents shall govern in the following order: (a) Trade Contract Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to subsection 14.2.2 the drawings, specifications and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to subsection 4.1.3; (f) other documents listed in this Agreement. Among all the Trade Contract Documents, the term or provision that is most specific or includes the latest date shall control. Information identified in one Trade Contract Document and not identified in another shall not be considered to be a conflict or inconsistency.

This Agreement entered into as of the date entered in ARTICLE 1.

OWNER State of Iowa, Department of Administrative Services



Trade Contractor: *Contractor Name*

By: \_\_\_\_\_

(Authorized Representative)

Name:

Title:

Date:

Owner: State of Iowa - DAS

By: \_\_\_\_\_

(Authorized Representative)

Name:

Title:

Date:

END OF DOCUMENT.

DRAFT



**SECTION 00 6000**

**PERFORMANCE AND PAYMENT BOND**

**PART 1 - GENERAL**

**1.01 PERFORMANCE AND PAYMENT BOND**

- A. Performance and payment bonds to be used on this project, ConsensusDocs 260 and 261 are attached for reference following this page. ConsensusDocs performance and payment bonds are not required (other standard forms are acceptable to the State of Iowa).

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**



## CONSENSUSDOCS 260 PERFORMANCE BOND

This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities for all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences. You are encouraged to consult legal, insurance and surety advisors before completing or modifying this document. The software includes a notes section indicating where information is to be inserted to complete this document. Further information and endorsing organizations' perspectives are available at [www.consensusdocs.org/guidebook](http://www.consensusdocs.org/guidebook).

For Use with ConsensusDOCS 200, Standard Form of Agreement and General Conditions Between Owner and Constructor (Where the Contract Price is a Lump Sum) and ConsensusDOCS 500, Standard Agreement and General Conditions Between Owner and Construction Manager.

The Owner, \_\_\_\_\_, (the "Owner") and the Constructor, \_\_\_\_\_, (the "Constructor") have entered into a Contract (the "Contract") dated \_\_\_\_\_ for \_\_\_\_\_ (the "Project"). The Contract is incorporated by reference into this Performance Bond (the "Bond").

By virtue of this Bond, the Constructor as Principal and \_\_\_\_\_ as Surety ("Surety"), are bound to the Owner as Obligee in the maximum amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Bond Sum"). The Constructor and Surety hereby bind themselves, their heirs, executors,

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**IMPORTANT:** A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

ConsensusDOCS 260 • PERFORMANCE BOND Copyright © 2007, Revised 2009 and 2011, ConsensusDOCS LLC. AN INDIVIDUAL PURCHASE OF THIS DOCUMENT PERMITS THE USER TO PRINT ONE CONTRACT FOR ONE PROJECT ONLY. YOU MAY ONLY MAKE COPIES OF A COMPLETED DOCUMENT FOR DISTRIBUTION TO PARTIES IN DIRECT CONNECTION WITH THE SPECIFIC CONSTRUCTION PROJECT. ANY OTHER USES, INCLUDING COPYING THE DOCUMENT, ARE STRICTLY PROHIBITED.



administrators, successors and assigns, jointly and severally, as provided herein.

1. GENERAL CONDITIONS It is the condition of this Bond that if the Constructor performs its Contract obligations (the "Work"), the Surety's obligations under this Bond are null and void, Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract. The Owner may not invoke the provisions of this Bond unless the Owner has performed its obligations pursuant to the Contract. Upon making demand on this Bond, the Owner shall make the Contract Balance (the total amount payable by the Owner to the Constructor pursuant to the Contract less amounts properly paid by the Owner to the Constructor) available to the Surety for completion of the Work.

2. SURETY OBLIGATIONS If the Constructor is in default pursuant to the Contract and the Owner has declared the Constructor in default, the Surety promptly may remedy the default or shall

- a. Complete the Work, with the consent of the Owner, through the Constructor or otherwise,
- b. Arrange for the completion of the Work by a Constructor acceptable to the Owner and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Work progresses sufficient funds to pay the cost of completion of the Work less the Contract Balance up to the Bond Sum, or
- c. Waive its right to complete the Work and reimburse the Owner the amount of its reasonable costs, not to exceed the Bond Sum, to complete the Work less the Contract Balance.

3. DISPUTE RESOLUTION All disputes pursuant to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two years after default of the Constructor or Substantial Completion of the Work, whichever occurs first. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

This Bond is entered into as of \_\_\_\_\_.

SURETY \_\_\_\_\_ (seal)

By: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

(Attach Power of Attorney)

Witness: .....

CONSTRUCTOR \_\_\_\_\_ (seal)

By: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: .....

(Additional signatures, if any, appear on attached page)

**IMPORTANT:** A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

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**CONSENSUSDOCS 261  
PAYMENT BOND**

This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities for all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences. You are encouraged to consult legal, insurance and surety advisors before completing or modifying this document. The software includes a notes section indicating where information is to be inserted to complete this document. Further information and endorsing organizations' perspectives are available at [www.consensusdocs.org/guidebook](http://www.consensusdocs.org/guidebook).

For Use with ConsensusDOCS 200, Standard Form of Agreement and General Conditions Between Owner and Constructor (Where the Contract Price is a Lump Sum) and ConsensusDOCS 500, Standard Agreement and General Conditions Between Owner and Construction Manager.

The Owner, \_\_\_\_\_, (the "Owner")  
and the Constructor, \_\_\_\_\_,  
(the "Constructor") have entered into a Contract (the "Contract") dated \_\_\_\_\_ for  
\_\_\_\_\_ (the "Project"). The Contract is  
incorporated by reference into this Payment Bond (the "Bond").

By virtue of this Bond, the Constructor as Principal and \_\_\_\_\_ as  
Surety ("Surety"), are bound to the Owner as Obligatee in the maximum amount of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the  
"Bond Sum"). The Constructor and Surety hereby bind themselves, their heirs, executors,

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**IMPORTANT:** A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.  
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administrators, successors and assigns, jointly and severally, as provided herein.

1. GENERAL CONDITIONS It is the condition of this Bond that if the Constructor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the work required by the Contract, the Surety's obligations pursuant to this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract.

2. SURETY OBLIGATION Every Claimant who has not been paid in full before the expiration of a period of ninety (90) Days after such Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, may have a right of action on this Bond. The Surety's obligation to the Claimant(s) shall not exceed the Bond Sum.

3. LIMITATION OF ACTION No suit or action shall be commenced on this Bond by any Claimant  
a. Unless Claimant, other than one having a direct Contract with the Constructor, shall have given written notice to the Constructor, the Owner and the Surety within ninety (90) Days after the Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which the claim is made, stating with substantial accuracy the amount claimed and the name of the Party to whom the materials were furnished, or for whom the work or labor was provided or performed. Such notice shall be served by any means which provides written third party verification of delivery to the Constructor at any place it maintains an office or conducts business, or served in any manner in which legal process may be served in the state in which the Project is located.  
b. After the expiration of one (1) year from the date on which the Claimant last performed labor or furnished materials or equipment on the Project. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.  
c. Other than in any court of competent jurisdiction in the location in which the Project is located.

4. CLAIMANT A Claimant is defined as an individual or entity having a direct contract with the Constructor or having a contract with a subcontractor having a direct contract with the Constructor to furnish labor, materials or equipment for use in the performance of the Contract.

This Bond is entered into as of \_\_\_\_\_.

SURETY \_\_\_\_\_ (seal)

By: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

(Attach Power of Attorney)

Witness: .....

CONSTRUCTOR \_\_\_\_\_ (seal)

By: .....

Print Name: \_\_\_\_\_

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Print Title: \_\_\_\_\_

Witness: .....

(Additional signatures, if any, appear on attached page)

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## SECTION 01 1200

### CONTRACT SUMMARY

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Project Information
- B. Project Summary
- C. Bid Scope Summary
- D. Work Hour Restrictions
- E. Access to Site
- F. Coordination with Occupants
- G. Rules for Construction Workers
- H. Bid Package Instructions

##### 1.02 PROJECT INFORMATION

- A. Facility Name/Location: Terrace Hill Carriage House, 2300 Grand Ave., Des Moines, Iowa 50309
- B. DAS Project #: 9449.00
- C. Owner: State of Iowa, Department of Administrative Services, Hoover State Office Building, Level 3, 1305 East Walnut Street, Des Moines, IA 50319
- D. Owner's Representative: James Trower, Iowa Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319
- E. Construction Manager: Michael Steen, DCI Group, Inc., 220 SE 6<sup>th</sup> Street, Des Moines, IA 50309

##### 1.03 PROJECT SUMMARY

- A. The project includes replacement of existing wood shingled roof and EPDM roof as well as painting of gutters and downspouts at the Terrace Hill Carriage House.
- B. Target date to provide substantial completion is August 06, 2025.

##### 1.04 BID SCOPE SUMMARY

- A. Scope Applicable to All Bid Packages:
  - 1. 01 1201 General Work Requirements
  - 2. 01 1202 Special Work Requirements
  - 3. The Contractor's Work includes all labor, supervision, materials, equipment, services, supplies, tools, facilities, transportation, hoisting, storage, receiving, licenses, inspections, certifications, overhead, profit, or other items required or reasonably inferable to properly and timely perform and complete all work and services to be performed by the Contractor pursuant to this Agreement. Unless specifically stated otherwise, incidental work required to accomplish the work of this Bid Package shall be included the bid. This would include, but not be limited to, temporary facilities, protection of the work, security of equipment, materials, and work in progress, etc. Contractor's Work shall be performed in accordance with the Drawings, Specification Divisions 00 and 01, and Specification sections applicable to each Contractor's scope.
  - 4. Contractor is responsible for all labor and equipment to unload, account for all material delivered, stock, and delivery for this scope of work. Storage and delivery of materials and equipment at the Site shall be permitted only to the extent approved in advance by the Construction Manager, and if anything so stored obstructs the progress of any portion of the work, it shall be promptly removed or relocated by the Contractor without reimbursement.

5. On site supervision by Prime Contractor at all times work by that contractor or their subcontractors/suppliers is taking place.
6. Provide all temporary facilities required for this scope of work including trailer, trailer power, telephone, secured storage, temporary power for work, temporary and task lighting for work, etc. as determined necessary by Contractor. Coordinate location of trailers, material storage and utility lines with Construction Manager. Limited space is available, and permission to bring any such facility or excess materials on to the site shall be approved by the Construction Manager.
7. Contractor shall provide all equipment and tools for Contractor's own cleanup. Clean up shall be done at end of every shift or more frequently if required for the Contractor to perform their work, for other Contractors to perform their work, as required by the Owner's operations, and at the discretion of the Construction Manager.
8. All turf, landscaping, and subgrade disturbances caused by equipment traffic or other activities related to the Contractor's scope shall be repaired or restored to proper conditions by the Contractor.
9. Protect adjacent existing building elements from damage from Scope of work. Repair existing building elements damaged during Contractor's Scope of work.

#### **1.05 WORK HOUR RESTRICTIONS**

- A. Work hours are from 7:00 AM to 5:00 PM, Monday through Friday unless arrangements are made in advance.

#### **1.06 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and Owner:
  1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  2. Do not obstruct roadways, sidewalks, or other public ways without permission of Owner and permit if required.
- C. Facility will be occupied at all times during duration of work. Contractor personnel shall conduct themselves in an agreeable manner at all times. Failure to do so may result in removal from the work site.

#### **1.07 OWNER OCCUPANCY**

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

#### **1.08 RULES FOR CONSTRUCTION WORKERS**

- A. The staff of the State of Iowa has a responsibility to protect the public by providing a secure environment. All work site rules must be followed to the letter, at all times.
- B. Contractor shall utilize the elevator shaft for vertical access as much as feasible. Use of the interior stairwell will need to be scheduled.
- C. **All construction workers must have a background check completed prior to entering the campus to perform work. Name, birth date, gender, and social security numbers will be required for these background checks. Contractors will be responsible for the cost associated with the background checks which is \$15.00 per request.**
- D. Hot Work Permit Processes and Fire Watch, when necessary, will be adhered to for this project.
  1. Fire Watch: Written request will be required four days in advance of work. When the fire alarm system must be put in bypass or test, the contractor shall provide personnel at the

fire alarm panel to continuously monitor the panel. The personnel shall be required to meet with State prior to fire watch for training. Anticipate less than one hour for training. If the fire detection systems will be disabled, the contractor shall also provide sufficient personnel dedicated to fire watch only in the areas disabled and maintain a fire watch log. Template notifications, procedures, and logs are available for the contractor's use.

2. Hot Work: Hot work shall be conducted per OSHA guidelines. It will be the responsibility of the contractor to provide personnel for fire watch and to maintain a fire watch log.
- E. All State properties are tobacco free. No smoking will be permitted or tolerated on campus unless in designated areas.
- F. You are permitted access only to the work site and no other area of the institution.
- G. No drugs, alcohol, or firearms are allowed on the work site.
- H. Do not leave money, drugs, alcohol, or firearms in your personal vehicle.
- I. Company and personal vehicles are to be parked and locked in designated or authorized area of the work. Contractor parking shall be located at the Terrace Hill parking lot at the intersection of Grand Avenue and Forest Drive or at available street parking.
- J. Secure all tools at the end of the day.
- K. Maintain control of all tools, supplies, and debris at all times during the work.
- L. All delivery vehicles shall be scheduled with DCI Group 24 hours in advance.
- M. During an emergency, follow the instructions of the security staff.
- N. Any shutdowns to existing systems will need to be coordinated seven (7) business days in advance and will need reviewed with DCI Group and the States maintenance personnel.

#### **1.09 BID PACKAGE INSTRUCTIONS**

- A. **Bid Package #01 – Roofing Replacement:** Trade Contractor shall include all of the following, but not limited to, as part of the contract:
  1. Includes specification:
    - a. Division 00 – Procurement and Contracting Requirements
    - b. Division 01 – General Requirements
    - c. 02 4100 – Demolition
    - d. 06 1000 – Rough Carpentry
    - e. 07 3129 – Wood Shingles and Shakes
    - f. 07 5353 – EPDM Thermoset Single-Ply Roofing
    - g. 07 6200 – Sheet Metal Flashing and Trim
    - h. 07 9200 – Joint Sealants
    - i. 09 9113 – Exterior Painting
    - j. 09 9600 – High-Performance Coatings
    - k. 32 9223 – Sodding
  2. General
    - a. This contractor shall be responsible for the complete scope of work as identified in the project drawings and specifications, excluding work specifically identified as others.
    - b. This contractor shall be responsible for providing dumpster service for the duration of the project.
    - c. Any penetrations created by this contractor, whether from demolition of existing systems or installation of new, shall be sealed by this contractor to match adjacent surface and rating.
    - d. It shall be the responsibility of the contractor to ensure the building is weathertight at the end of each work shift. Contractor shall ensure the building is not susceptible to adverse weather from construction activities.
    - e. Contractor shall install temporary fencing to protect public and Terrace Hill occupants from construction activities. Review fencing plan with DCI Group and

Terrace Hill prior to installation. Fencing shall include 6' chain link and gates as shown on A000. Fence shall be independently supported and no posts driven into the ground.

- f. Where existing sod or landscaping is distributed due to construction activities, this contractor shall be responsible for repairs and maintenance per the specifications.
  - g. Onsite storage and staging will be limited and shared with DCI Group, other projects, and Terrace Hill Maintenance. Coordinate with DCI Group on potential staging.
3. Demolition
- a. This Contractor shall, in cooperation with the Construction Manager, fully inspect and record existing conditions of existing construction to remain BEFORE demolition or removal begins. Documentation of existing conditions shall be submitted to the construction manager prior to the start of work. Any damage not previously identified and recorded will be replaced and/or repaired by this contractor at this contractor's expense.
  - b. Contractor is responsible for complete demolition scope per the contract documents including, but not limited to, shingles, valleys, membrane roof, protection board, and underlayment.
  - c. Removal of built of roof curbs for previously removed equipment shall be the responsibility of this contractor.
  - d. This contractor shall be responsible for salvaging and reinstallation of all materials called for salvage and reinstallation.
  - e. The contractor shall immediately remove all demolished materials to a dumpster. Dumpsters shall be on a mobile trailer and can be located adjacent to the building, on the south side, during the day and will need to be relocated to the staging area or offsite at the end of each shift.
  - f. At the end of each work shift, the contractor shall clean the area around the worksite to remove debris. This shall include magnetic sweepers or similar tools to remove all fasteners or small metal debris.
4. Roof Replacement
- a. It shall be the responsibility of this contractor to install the new roof system including all roof accessories. This includes, but is not limited to, shingles, ventilation mat, ice and water shield, EPDM, cover board, flashing, termination bars, ridge caps, valleys, adhesives, sealants, and penetration boots.
  - b. Contractor shall be responsible for EPDM roofing at equipment curbs. This shall include removal and replacement of vents as necessary for EDPM installation.
  - c. Reinstallation of salvaged fascia, ridge caps, gutters, and downspouts shall be the responsibility of this contractor.
  - d. It shall be the responsibility of the contractor to coordinate all manufacturer inspections for warranty procurement. Inspections shall be coordinated with DCI Group, OPN Architects, and Terrace Hill a minimum of five (5) working days in advance.
5. Painting
- a. This contractor shall be responsible for the complete painting scope. This shall include, but not be limited to, painting of downspouts, gutters, fascia, flashing, and roof vents.
  - b. Contractor shall clean and apply a rust preventative system on existing galvanized metal prior to painting.
  - c. Removal and reinstallation of painted materials is part of this scope.

B. **Work Performed by Owner:** The State of Iowa will perform the following work items:



1. Relocate all moveable furniture, fixtures and equipment (FF&E), and personal materials from each sequenced work area prior to demolition and construction activities and after new construction is completed.

C. **Owner Furnished Products:** The State of Iowa will provide the following materials for installation by the contractor:

1. None

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

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## SECTION 01 1201

### GENERAL WORK REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 BIDDING

- A. The Contractor shall include all applicable fees, permits, freight, hoisting, scaffolding, clean up, supervision, overhead, etc. to perform his work.
- B. Bidders to review ALL Bid Packages to fully understand the requirements of each package. Where two bid packages conflict, confirm with Construction Manager as to which package is to perform the work noted before bidding. After bidding, any conflict noted will be evaluated by the Construction Manager. The Construction Manager will then determine which package should perform the work and which package will credit the associated work's cost.
- C. Where conditions conflict in the project manual or project drawings with Construction Manager's general work requirements, special work requirements, or bid package conditions, contact the Construction Manager for clarification. When in doubt figure the more extensive requirement.
- D. Each contractor is responsible for the identification of alternates and how they relate to each bid package. If a bid package is affected in ANY way by ANY of the alternates, an add/deduct should be noted on the bid form. If there is no change in cost write zero dollars.
- E. The Contractor should visit the site of the Work to acquaint the firm with all local conditions affecting the Contract, including the structure of the ground, the obstacles which may be encountered, and all other conditions relative to the Work to be performed; and shall not be allowed any extra compensation by reason of any difficulties or obstacles which the Bidder could have discovered or reasonably anticipated prior to Bidding. The Contractor shall review Instructions to Bidders for coordination of site visits.
- F. On all project Drawings, figures take precedence over measurement by scale, and any scaling is done at the Contractor's own risk. The Design Professional shall decide on questions that may arise regarding the meaning and intent of the Project Drawings and Project Specifications. Should any details or figures have been omitted which are necessary to a clear understanding of the Work or should any error appear in either, or should discrepancies be found between the Project Drawings and Project Specifications, it shall be the duty of the Contractor to notify the Construction Manager of such omissions, errors, or discrepancies, and in no case proceed in uncertainty. Mistakes resulting from the Contractor's neglect to notify the Construction Manager in such matters shall be corrected at the expense of the Contractor. Bidders are responsible for all electronic documents and their use is at their risk.
- G. All Contractors are responsible for on-the-job supervision of their work, or any subcontracted work. An onsite Superintendent or lead foreman is required during any time that work is being performed to coordinate their work and work with other trades. No superintendent or lead foreman may be replaced without approval of the Owner and DCI Group. Any work necessary to be performed after the regular working hours shall be supervised and shall be done at no additional cost to the Owner.
- H. All food and drinks shall be confined to CM designated areas and a maintained covered trash container shall be provided by the contractor. Failure to comply with this rule may cause a need for extra cleaning efforts by others which will result in a back charge to the Contractor.
- I. Tools, materials, and equipment storage and security is the responsibility of each Contractor.
- J. All work shall comply with the applicable codes and standards adopted by the Authority having Jurisdiction.
- K. All Authorities having Jurisdiction inspections shall be requested by the responsible contractor and coordinated through the Construction Manager. Attendance by contractors is mandatory as applicable to the work being inspected.
- L. All contractors must have the appropriate licenses to perform work in the jurisdiction(s).
- M. Before ordering any materials or performing any Work, the Contractors shall verify all measurements at the Project Site for the particular Work and be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of

differences between actual dimensions and the measurements shown on the Project Drawings. Any noticeable discrepancy in this request shall be reported to the Construction Manager immediately for his consideration and decision. All the component parts of the Work shall be carefully checked and laid out in order that the structure as a whole shall conform to the intent of the Project Drawings and Project Manual.

- N. The Contractor shall have personnel attending regular project meetings. These meetings will be held at intervals established by the Construction Manager. Contractors must have representative attending when they are on the job or needed for coordination prior to having work start on the project. The representative attending must be able to adequately represent the Contractor and speak on the Contractors behalf providing valuable information to the meeting; specifically, things such as schedule, cost, production, manpower, etc.
- O. The Contractor will be required to attend all pre-installation conferences before commencement of related work.
- P. The Contractor shall complete a daily log for each workday on site and submit to Construction Manager. Content of daily log will be directed by Construction Manager.

## **1.02 SAFETY**

- A. The contractor shall comply with all local and federal, safety and health requirements.
  - 1. The contractor will provide a safety plan customized for the project to DCI Group.
  - 2. All prime contractors, subcontractors, and/or any second/third tier subcontractors must conduct weekly internal "toolbox safety" meetings and submit documentation of such to the Construction Manager.
  - 3. It is the contractor's responsibility to notify other contractors on the jobsite of any hazardous materials to which their employees may be exposed. This communication shall be defined as the ability to produce all material SDS information customized for the project. This documentation shall be available for the duration a prime contractor, subcontractor, and/or any second/third/etc. tier subcontractors are onsite.
  - 4. All Contractors shall inform their employees to immediately advise their supervisor of any unsafe conditions that are encountered. The supervisor shall promptly remediate such danger and/or contact the Construction Manager.
  - 5. Contractors performing hot work are to have a fire extinguisher in their work areas at all times as applicable.
  - 6. All Contractors are responsible for their own fall protection.
  - 7. Contractors are required to provide emergency phone numbers at the request of the Construction Manager. Emergency phone numbers are numbers where the Contractor can be reached during off hours.
  - 8. All floor edge, roof and similar openings, barricades, handrails, or cabling for fall protection will be installed by the Contractor that creates the hazard as part of that Contractor's scope of work. At no time shall an opening be left unprotected from fall hazard. All Contractors shall protect and maintain such devices per OSHA standards. When a device conflicts with the work of this bid package or when the work of this bid package replaces the need for such devices, this Contractor is responsible for removal. If the work of this Contractor requires additional holes/penetrations, this Contractor shall provide necessary protection until final materials are installed.
  - 9. No fire exit can be blocked at any time.

## **1.03 SITE MANAGEMENT**

- A. All contractors are responsible for all their own utility locates. This shall include both public and private locates. All Contractors shall coordinate locates with One Call Services.
- B. When active services are encountered in the Work, protect, brace and support existing active sewers, gas, electric or other services, where required for proper execution of the Work. If existing active services are encountered that require relocation, make a request in writing for

determination. Do not proceed with Work until written directions are received. Do not prevent or disturb the operation of active services that are to remain.

- C. All contractors are required to protect their work. Provide proper protection for all existing work performed by others when performing your work next to, or around, other materials. Repair or replacement of any damaged material will be the responsibility of the contractor who damaged it.
- D. All contractors/vendors are responsible for their own cutting and patching unless otherwise specified.
- E. All contractors are responsible for maintaining dust control during their work. Contractor will provide a dust control plan customized for the project to DCI Group.
- F. Contractors shall be responsible for maintaining traffic control coordination with the Owner, DCI Group, and the Authority Having Jurisdiction.
- G. Public and private roadways will be maintained and cleaned as required by the contractor leaving debris, mud, excess gravel, etc. on roadways at their expense as defined in bid packages.
- H. No steel track mounted equipment will be allowed on finished paved surfaces. Any damage to the finished paved surfaces will be repaired at the cost to the contractor causing such damage.
- I. Bridging of finished pavement will be the responsibility of the contractor. This includes bridging curbs, pavement, sidewalks, etc. Any damage to the aforementioned including pavement markings, will be repaired or replaced at the cost of the contractor causing such damage.
- J. Contractors that have work that requires equipment off of the existing roadways are required to locate and protect from damage all under and above ground existing features such as utilities, tunnels, landscaping, etc... The Contractor will be responsible to repair back to original condition any damages that occur, including but not limited to ruts and sod damage.
- K. Any areas disturbed or damaged by one's operation are to be repaired to Owner/Construction Manager's satisfaction.
- L. The Contractor shall clean their installed materials prior to the next successor activity.
- M. Any signs located on the jobsite must be approved by the Construction Manager. Signage will not be allowed in most cases unless it is required for safety or provides instructions.
- N. Receiving, unloading and handling of material provided by the bid package shall be included. Spotting location shall be coordinated with the Construction Manager. All deliveries shall be coordinated with other Contractors and Construction Manager in advance of the delivery. Provide freight to the jobsite for any material provided. If storage is not available onsite, each bid package shall include other means of secure storage. If the contractor is not onsite to unload delivery, the delivery will be rejected and will have to be re-scheduled at the contractor's expense. Materials must be stored off the ground, out of the mud and on a solid surface. As required or needed, material should be stored on dunnage or pallets in order to keep it off the ground or surface below. Special storage is the responsibility of the respective contractor.
- O. Contractors shall not store materials within construction designated locations without approval from Construction Manager. No materials storage will be allowed that may inhibit construction progress.
- P. The Contractors shall layout and correctly establish all lines, levels, grades, positions, walls, partitions, equipment and location of all Work on the Project and be responsible for their accuracy and proper correlation with control lines, monuments and data furnished. Such monuments and data shall be carefully preserved and, if displaced, reset at the expense of the persons displacing them.
- Q. All Contractors are responsible for the coordination of their work with the complete set of specifications, construction drawings, addenda, request for information (RFI's), Architect's Supplemental Instruction to Contractor (ITC/ASI), shop drawings, coordination drawings, and other contract modifications.
- R. The Contractor shall carefully inspect any work performed by others that is to receive, align, abut or similarly relate to the Contractor's work and shall immediately notify the Construction Manager in writing of any apparent defects or inconsistencies. The Contractor is responsible for coordinating and verifying the dimensions, measurements, and elevations at the project site relevant to the Contractor's work. If Contractor commences his work without such written notice, such commencement shall constitute acceptance of all such work performed by others and of

all such field conditions, and all costs incurred in connection with the Contractor's work as a result thereof shall be borne by Contractor.

- S. Incorporate construction tolerances for the work of others into the design of the systems in this scope of work. Include field measurements of work by others and any necessary adjustments to systems prior to fabrication to accommodate such allowable tolerances, or accept all costs to correct materials, which do not fit job conditions.
- T. Any interior work that is scheduled to be completed while Owner is in normal operation must be sensitive to the Owners continued use of the building. No workers are allowed to be in areas of the building that are not directly related to their scope of work. Hallways and general access paths to construction areas must also be kept clean at all times. The Owner has the right at any time to shut down any construction activities that they deem to be too much of a distraction to the occupants of the building.
- U. All contractors are responsible for familiarizing themselves with the coordination and sequencing requirements related to Owner furnished equipment.
- V. If not already required by the contract documents and reasonably requested by the Construction Manager, the Contractor shall prepare coordinated drawings in areas of congestion specifically noting and advising the Construction Manager of potential conflicts between the Contractor's work and other work at the project. Even with such cooperative and coordinated efforts should a conflict occur the Construction Manager will determine how such conflicts should be resolved and its decision in that regard will be final. The Contractor agrees to abide by such decisions and make any changes required to eliminate such conflict without additional costs or expense to the Owner.

#### **1.04 SCHEDULE MANAGEMENT**

- A. Prior to the commencement of the construction for the Prime Contract Work, the Prime Contractor shall participate in a minimum of two (2) joint planning meetings with the Construction Manager and other Prime Contractors for the purpose of planning the overall Construction Schedule. A Preliminary Construction Schedule as developed by the Construction Manager will be used as the basis of the overall Construction Schedule. In consultation with the Prime Contractor, the Construction Manager shall incorporate the Prime Contract Work and work of other prime contractors into the overall Construction Schedule for the entire project. Critical Milestones and working hours as defined by the Construction Manager (as included in the bidding documents) will not be altered. The Prime Contractor shall on a weekly basis (at a minimum) provide the Construction Manager with scheduling information with regards to progress and work to be performed in the next 4 (four) weeks. The Prime Contractor shall be bound by the Construction schedule. Nothing in the Prime Contract Agreement shall relieve the Prime Contractor of any liability for any unexcused failure to comply with the agreed upon overall Construction Schedule or any completion dates. The Construction Manager shall have the right to coordinate the Prime Contractors, including the right, if necessary, to change the time, order and priority in which the various portions of the Prime Contract Work and other work associated with the Project shall be performed.
- B. All prime contractors, subcontractors, and/or any second/third tier subcontractors onsite shall participate in daily coordination meetings with the Construction Manager as well as weekly work plan meetings as the project progresses.
- C. All Contractors shall cooperate with the Construction Manager and with other Contractors. The completion of the Work will depend upon a collective effort by all parties involved.

#### **1.05 GENERAL HOUSEKEEPING**

- A. Daily cleanup (broom clean) of dust and debris from construction operation is part of each contractor's scope of work. If any contractor fails to keep the site clean and organized on a continuous basis, the Construction Manager will notify the contractor in writing only once. The contractor will then have 24 hours to correct the situation. If the contractor fails to correct the situation, the Construction Manager will hire another party for cleaning and charge the said contractor. The Contractor shall submit prior to beginning work a plan to the Construction

Manager defining manpower and methods for achieving daily cleanup. If Construction Manager deems necessary, each Contractor shall provide 1 employee for each 5 employees on the project to clean all work areas and/or staging areas to a broom clean condition. If the Contractor has less than 5 employees on site, the contractor will provide 1 employee to the necessary cleanup requirement. Cleanup duration will take as long as it takes to achieve the broom clean results.

- B. Daily cleanup shall include all applicable portions of a project including but not limited to the building, site, public streets, lay-down areas, and designated contractor parking areas.
- C. If rework is necessary to be performed by any contractor, that contractor shall be responsible for all associated cleanup and installation/removal of protection measures on all adjacent surfaces where rework took place including access to and from the area.

**END OF SECTION**



## SECTION 01 1202

### SPECIAL WORK REQUIREMENTS

- A. Bidders are to hold their bids for a period of thirty (30) days after the bid.
- B. Contractors and their employees shall show upmost respect for the occupying students and staff. Profanity and unnecessary loud language will not be tolerated.
- C. Each Contractor working in Owner occupied space will provide necessary means of protection to floors, walls, ceilings, equipment as required to accomplish work without harming or damaging existing conditions. All damage performed during this work will be charged to the responsible contractor.
- D. The use of motorized scissor lifts will not be allowed except under special circumstances and must have prior approval from the Construction Manager.
- E. All deliveries must be accepted by the Contractor.
- F. Owner will provide snow removal to all existing pavements on campus that are not under construction. See specific Contractor's responsibility under specific Bid Packages.
- G. Contractor includes complete cleanup and haul off to dumpster for all typical construction debris resulting from this scope of work. Contractor will be responsible for providing dumpsters as required for the entire project duration and understands that ALL Bid Packages will be using dumpster. Each Prime Contractor to provide brooms, shovels and other equipment for cleanup for their respective scope of work. Excess materials shall be removed from the site at the Contractor's expense. All primes shall remove debris on a daily basis.
- H. Contractor will be responsible to provide portable generators or an alternative power source for all tools and equipment that require a power source higher than 120 Volt.
- I. Contractors working on roofs are required to take appropriate precautionary measures to protect existing roofing from damage. Contractors are required to take all precautionary measures necessary to ensure that their items do not fall or blow off the roofs.
- J. Prior to performing work in areas with smoke and fire detection systems the Contractor shall coordinate with the CM precautionary measures to eliminate false alarms. If the fire alarm system is activated and there is not an emergency the Contractor responsible for the false activation shall be responsible to pay for all resulting owner incurred expenses such as Emergency Response fees.
- K. DCI Group will provide temporary toilet facilities for Contractors and for the entire duration of the project.
- L. Contractors shall document existing conditions prior to start of work. All damage to existing pavements, landscaped areas, and all other existing property will be repaired by the responsible Contractor. Interior as well.
- M. The Prime Contractor's shall provide the Construction Manager detailed information as outlined below for the purpose of developing the Construction Schedule:
  - a. **SUBMITTALS:**
    - i. Submittal Schedule: Prime Contractor shall submit a submittal schedule listing all required submittals, submittal "To CM" dates, procurement durations, and expected dates for materials to be on the jobsite. The submittal schedule shall be submitted to the CM within five (5) business days of receipt of Owner/Prime Contractor Agreement.
    - ii. Format: Submittal Schedule shall be prepared in an Excel spreadsheet.
    - iii. Materials & Long Lead Procurement: Prime Contractor shall identify any/all submittal items that require "field verifies" and also identify the dates when these field verifies can be taken.
- N. See preliminary construction schedule in Section 00 3113. This schedule will aid the bidder(s) in understanding the preliminary scheduling and planning for the project. As the construction schedule is finalized the **Prime Contractor and their Subcontractors** shall participate in a meeting with the Construction Manager and other Prime Contractors for the purpose of presenting the overall Construction Schedule. These "Subcontractors" shall be any/all subcontractors who will be performing Work on the project.

- O. Per the preliminary construction schedule the bidder(s) acknowledges that there are multiple mobilizations, phases, sub-phases, material deliveries, and milestone completion dates required in order to complete the work.
- P. The Owner owns the weather duration contingency as shown in the preliminary construction schedule on the following pages. The Construction Manager manages and will adjust the weather duration contingency. As weather days are not utilized the substantial completion dates shall be adjusted accordingly.
- Q. Expected work hours will be 7:00 AM to 5:00 PM Monday thru Friday. Contractors requiring working time other than these hours are to coordinate and receive approval in advance from the Construction Manager. The Contractor shall provide at his expense increased work crews and/or overtime necessary to meet the scheduled milestones. Contractor shall immediately notify the Construction Manager of any delays in the work.**
- R. After contract award bid the Contractor is required to attend a meeting with the Construction Manager to review bid package scopes.
- S. Parking and material staging on site will be limited. All contractors shall coordinate one's parking and material staging with the DCI Group Project Manager, DCI Superintendent or DCI Designated Personnel.
- T. The jobsite is on Public Property. Smoking or smokeless tobacco **WILL NOT** be allowed. Also, no shelled sunflower seeds are allowed inside the enclosed facility.
- U. No radios or headsets are allowed in the construction areas.
- V. All warranties start at Project Substantial Completion, Contractor will be required to provide from this date and not the startup date of the equipment. Contractor will not be compensated for any cost related to purchasing extended warranties to meet this requirement. See Special Work Requirements for project schedule information.
- W. Contractors shall maintain accurate as-built construction records and provide complete clean and legible copies to Construction Manager on completion of work. All Contractors will be required to provide electronic copies as well as hard copies of all O&M's and as-built drawings. See Project Manual for additional Closeout requirements.

**END OF SECTION 01 01202**

## SECTION 01 2500

### SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Substitution Procedures
- B. Request for Substitution form

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 SUBSTITUTION PROCEDURES

- A. Where the Bidding Documents stipulate a specific product be provided by naming one or more manufacturer and model, a substitute product will be considered when written request is received by the date and time identified in Section 00 1113 NOTICE TO BIDDERS. Substitution requests will be considered for all products, even if the specification does not include a statement such as “or equal,” “equal to,” “equivalent to,” or “basis of design,” unless noted otherwise.
- B. References in the Bidding Documents to brand or trade names are intended to illustrate the general characteristics of the item and not to limit competition unless noted otherwise.
- C. The written request shall be on the “Request for Substitution” form included in the Project Manual. If no such form is included, the request shall be provided on the letterhead of the company making the request.
- D. Substitution requests received after the specified date will be viewed in the context of a Change Order to the Contract, and consideration will only be given in the event a product becomes unavailable or not practical due to no fault of the Contractor, or the substitution is substantially to the Owner’s advantage (equal product for less cost or higher quality product at no change in Contract Sum).
- E. Document each substitution request with complete data substantiating compliance of the proposed substitution with the Bidding Documents. Each request shall identify the specified product for which the substitution is requested, and shall clearly describe the product for which approval is requested. The burden shall be on the requester to demonstrate the proposed substitute product’s suitability for use in the Work and its equivalency or superiority in function, appearance, quality, and performance with the product named in the Bidding Documents.
- F. A description of any changes to the Bidding Documents that the proposed substitution will require shall be included with the request. The requester shall affirm that dimensions shown on the Drawings will not be affected by the substitute product, and that it will have no adverse effect on other trades, the construction schedule, or specified warranty requirements. The request for use of a substitute product shall be signed by an authorized representative of the firm submitting the request, who shall state that the firm will pay for any changes to the building design, including Design Professional’s design, detailing, and construction cost caused by the requested substitution if the substitution is approved for use in the Work.
- G. All such substitute products approved for use in the Work during the established period of time before receipt of Bids will be identified in a subsequent Addendum to the Bidding Documents.

##### 3.02 REQUEST FOR SUBSTITUTION FORM

- A. A Request for Substitution Form is attached following this page.
- B. Substitution requests shall be emailed to the Issuing Officer at the email address provided in Instructions to Bidders Section 1.04.

**END OF SECTION**

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**SECTION 00 4325  
SUBSTITUTION REQUEST FORM**

Project: \_\_\_\_\_

Bid Date: \_\_\_\_\_

We hereby submit for your consideration the following product instead of the specified item for the above project:

**Drawings/Specifications:**

Drawing Name/Number: \_\_\_\_\_

Spec Section/Name: \_\_\_\_\_

Paragraph: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation. Failure to fully complete this form is basis to not accept this Substitution Request.

Submit, with request, all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

**CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE**

The undersigned states that the function, appearance, and quality are equivalent or superior to the specified item.

SUBMITTED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature shall be by person having authority to legally bind firm to the above items. Failure to provide binding signature will result in retraction of approval.

**For Use by Owner's Representative or Operator:**

Accepted       Accepted as Noted       Not Accepted       Received Too Late

By: \_\_\_\_\_

Date: \_\_\_\_\_

Fill in Blanks Below (All items must be completed):

A. Does the substitution affect dimensions shown on Drawings? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, clearly indicated changes: \_\_\_\_\_

\_\_\_\_\_

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

If no, fully explain: \_\_\_\_\_

\_\_\_\_\_

C. What effect does substitution have on other Contracts or other trades? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. What effect does substitution have on construction schedule. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Manufacturer's warranties of the proposed and specified items are:

\_\_\_\_\_ Same \_\_\_\_\_ Different (Explain on Attachment)

Reason for Substitution Request: \_\_\_\_\_

\_\_\_\_\_

F. Itemized comparison of specified item(s) with the proposed substitution.

List significant variations: \_\_\_\_\_

\_\_\_\_\_

G. Accurate cost data comparing proposed substitution with product specified.

\_\_\_\_\_

\_\_\_\_\_

H. Designation of maintenance services and sources: \_\_\_\_\_

\_\_\_\_\_

(ATTACH ADDITIONAL SHEETS IF REQUIRED)

**END OF SECTION**

## SECTION 01 2600

### CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Change procedures

##### 1.02 CHANGE PROCEDURES

- A. The Design Professional will advise of minor changes in the work not involving an adjustment to Contract Sum/Price or contract time as authorized.
- B. The Construction Manager may issue a Proposal Request that includes a detailed description of a proposed change with supplementary or revised drawings and specifications and a change in contract time for executing the change as provided by the Design Professional. The Trade Contractor will prepare and submit an estimate within 7 calendar days. Estimates shall be provided for the project at no cost, regardless of acceptance or rejection of proposal.
- C. The Trade Contractor may propose changes by submitting a Request for Information to the Construction Manager, describing the proposed change and its full effect on the work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and contract time with full documentation and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with the specifications. Construction Manager will forward the Request for Information on to the Design Professional for their official response.
- D. Stipulated Sum/Price Change Order: Based on executed Change Order and contractor's fixed price quotation.
- E. Unit Price Change Order: The change order will be executed on a fixed unit price basis for pre-determined unit prices and quantities. Changes in contract price or contract time will be computed as specified for time and material change orders.
- F. Time and Material Change Order: The change order will be executed on a not to exceed basis. Design professional and Construction Manager will determine the not to exceed estimated cost based on contractor's proposal for hourly rates and material costs. Maintain detailed records of work done on time and material basis. Time and Material tickets must be submitted daily to the Construction Manager for verification. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the work. Submit itemized account and supporting data after completion of change. A final deductive change order will be issued to reconcile final cost to the initial change order.
- G. Change Order Forms: CONSENSUSDOC Forms provided by Owner.
- H. Execution of Change Orders: The Construction Manager will issue change orders for signature of parties as provided in the Conditions of the Contract.
- I. With respect to pricing change orders, the percentage mark-up for overhead and profit is subject to the following limits:
  - 1. Fifteen (15) percent maximum for work directly performed by employees of the Constructor, Subcontractor or Sub-subcontractor.
  - 2. Five (5) percent maximum for work performed or passed through by a Subcontractor and passed through to the Owner by the Constructor.
  - 3. Five (5) percent maximum Subcontractor's mark-up for Work performed by a Sub-Subcontractor and passed through to the Owner by the Subcontractor and Constructor.
  - 4. The maximum allowable mark-up shall be twenty-five (25) percent passed through to the Owner by the Constructor under any circumstances. Overhead and profit shall be shown separately for the Constructor and each Subcontractor of any tier performing the Change Order Work.
- J. Contractor and subcontractor agree to provide and require all suppliers to provide a detailed breakdown of labor, labor burden, materials, installation, rental, and fuel costs.

K. Please refer to Article 8 of CONSENSUSDOCS 802- STANDARD FORM OR AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR for additional Change Procedures.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



## SECTION 01 2900

### PAYMENT PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Schedule of values
- B. Application for payment

##### 1.02 SCHEDULE OF VALUES

- A. Coordination: Trade Contactor will coordinate preparation of the Schedule of Values with preparation of the Construction Manager's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule, and Construction Manager's Construction Schedule.
  - 2. Submit original Schedule of Values in Procore within 14 days after date of Owner-Trade Contractor Agreement. Schedule of Values must be approved by Owner prior to submission for first application for payment.
- B. Format: Utilize the Table of Contents of this project manual. Identify each line item with number and title of the major specification section. Each major specification section should be further itemized by materials cost, labor cost and subcontractor cost for each building separately for the base bid and all accepted alternates. Identify site mobilization, bonds and insurance and include a line item for closeout paperwork for a value of no less than 1% of the total contract value or \$1,000, whichever is greater.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name and address of Owner, Trade Contractor, Construction Manager and Design Team.
    - c. DAS Project Number.
    - d. Date of Submittal.
  - 2. Revise the Schedule of Values to list approved Change Orders with each Application for Payment.

##### 1.03 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications for payments as certified by the Design Professional and paid for by Owner.
  - 1. Application for Payment at time of Substantial Completion and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement. Progress payments shall be submitted to the Construction Manager. Any request for payment for work completed prior to June 30<sup>th</sup> of any year needs to be submitted by July 15<sup>th</sup> of the same calendar year.
- C. Payment Application Forms: Use AIA form G702 and G703 as the form for the Application for Payment or an equivalent approved by the owner.
- D. Include lien waiver forms required by the owner when applicable.
- E. Application Preparation: Complete every entry on form. Construction Manager will return incomplete applications without action.
  - 1. Include amounts of Change Orders issued before last day of construction period covered by application.

- F. Waivers of Mechanic's Lien: If requested by Owner with each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment when applicable.
  - 1. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 2. Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:
  - 1. Schedule of Values
  - 2. Certificates of insurance and insurance policies.
  - 3. Lists of vendors and any subcontractors.
- H. Application for Payment at Substantial Completion: After the Certificate of Substantial Completion has been fully executed, submit an Application for Payment showing 100 percent completion for the portion of the Work claimed as substantially complete, not including the closeout paperwork line item.
  - 1. Include documentation supporting the claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Letter of Notification to all sub-contractors and suppliers of application for release of retainage.
  - 8. Evidence that claims have been settled.
- J. Payments will be made to the extent of the value of the work performed in the previous month less a retainage amount of 5% of the value of the work performed. Upon substantial completion for the entire work, a sum sufficient to decrease the total retained to 5% of the contract sum, plus the full amount of the line item for closeout paperwork, plus such other retainage as the engineer shall determine for all incomplete work and unsettled claims will be authorized. The closeout paperwork line item may only be billed once the certificate of final completion has been fully executed.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## SECTION 01 3100

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Coordination
- B. Pre-construction meeting
- C. Progress meetings
- D. Coordination Meetings
- E. Requests for Interpretation (RFIs)
- F. Background Checks
- G. Notifications for Capitol Complex
- H. Utility Locates/Ground Penetrations for Capitol Complex
- I. Utility Locates/Ground Penetrations
- J. Fire Watch for Capitol Complex

##### 1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the project manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative procedures: The Trade Contractor will coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Trade Contractor's Construction Schedule.
  - 2. Provide updated information for Construction Manager's Construction Schedule.
  - 3. Preparation of Schedule of Values.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities
- C. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work, which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated conceal pipes and wiring within the construction. Coordinate locations of piping with finish elements.
- F. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.
- G. After owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of owner's activities.
- H. During construction coordinate use of site and facilities through Construction Manager.

- I. Comply with Construction Manager and Owner's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- J. Make the following types of submittal to Architect through the Construction Manager via Procure:
  - 1. Request for Information/Interpretation.
  - 2. Request for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction punch list and final correction punch list for substantial completion
  - 11. Closeout submittals

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION**

**3.01 PRE-CONSTRUCTION MEETING**

- A. The Construction Manager and Owner will schedule a meeting after Notice of Award.
- B. Required: Design Professional, Owner, Construction Manager, Trade Contractor and any Sub Contractors.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties in Contract.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, change orders, RFIs and contract closeout procedures
  - 7. Tentative construction schedule.
  - 8. Critical work sequencing and long-lead items.
  - 9. Procedures for testing and inspecting.
  - 10. Preparation of Record Documents.
  - 11. Safety Procedures.
  - 12. Owner's requirements.
  - 13. Security and housekeeping procedures.
  - 14. Background Checks.
  - 15. Responsibility for temporary facilities and controls.
  - 16. Construction waste management.
  - 17. Logistics (use of premise, parking, work restrictions, maintain egress, etc.)
- D. The Construction Manager is to record minutes and distribute copies within two days after meeting to participants, with one copy to owner, participants, and those affected by decisions made.

**3.02 PROGRESS MEETINGS**

- A. The Construction Manager shall schedule and administer meetings throughout progress of the work at weekly intervals.

- B. The Construction Manager is to make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings, record minutes and distribute copies within two days to those affected by decisions made.
- C. Attendees may include: Project superintendent, major subcontractors and suppliers, Owner, Construction Manager, Architect/Engineer, as appropriate to agenda topics for each meeting. All participants at the conference call shall be familiar with the Project and authorized to conclude matters relating to the Work.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review the Construction Manager's Construction Schedule.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of RFI's.
  7. Review of off-site fabrication and delivery schedules.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.
  14. Access, temporary facilities and controls, housekeeping and progress cleaning.
  15. Safety.
  16. Status of proposal requests, pending changes, official Change Orders.
- E. Minutes:
  1. Following the meeting, the meeting minutes will be published in Procore by the Construction Manager for all parties.

### **3.03 COORDINATION MEETINGS**

- A. Coordination meetings will be held at the discretion of the construction manager.

### **3.04 REQUESTS FOR INTERPRETATION (RFIs)**

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, prepare and submit an RFI in Procore.
  1. RFIs shall originate with Trade Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the Work.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
  1. Specification Section number and title and related paragraphs, as appropriate.
  2. Drawing number and detail references, as appropriate.
  3. Field dimensions and conditions, as appropriate.
  4. Trade Contractor's suggested solution(s). If Trade Contractor's solution(s) impact the Contract Time or the Contract Sum, Trade Contractor shall state impact in the RFI.
  5. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Design Professional's Action: Design Professional will review each RFI, determine action required, and return it. Allow seven (7) working days for Design Professional's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. The following RFIs will be returned without action:
  1. Requests for approval of submittals.
  2. Requests for approval of substitutions.
  3. Requests for coordination information already indicated in the Contract Documents.

4. Requests for adjustments in the Contract Time or the Contract Sum.
  5. Requests for interpretation of Design Professional's actions on submittals.
  6. Incomplete RFIs or RFIs with numerous errors.
  7. Design Professional's action may include a request for additional information, in which case Design Professional's time for response will start again.
- D. Design Professional's action on RFIs that may result in a change to the Contract Time or the Contract Sum/Price.
1. If Trade Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Manager in writing within ten (10) days of receipt of the RFI response.
- E. On receipt of Design Professional's response in Procore, review the response and notify Design Professional within seven (7) days if Trade Contractor disagrees with response.

### 3.05 BACKGROUND CHECKS

- A. Background checks must be performed on all on site employees, including sub-contractors.
- B. The Contractor hereby explicitly authorized the Iowa DAS to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, supervisory personnel, employees, and other staff retained by the Contractor or their sub-contractors for the performance of the contract.
- C. A state of Iowa record check request form may be provided. Information required may include:
1. Last Name
  2. First Name
  3. Middle Name
  4. Date of Birth
  5. State Driver's License or State ID #
  6. Social Security #
- D. **All construction workers must have a background check completed prior to entering the campus to perform work. Contractors will be responsible for the cost associated with the background checks which is \$15.00 per request.**

### 3.06 NOTIFICATIONS FOR CAPITOL COMPLEX

- A. For work on Capitol Complex, notification requests must be provided to Construction Manager for work affecting the following:
1. Parking Access
  2. Excessive Noise
  3. Odors
  4. Disruption of Equipment
  5. Excessive Dust
  6. Fire Alarm
  7. HVAC System/Controls
  8. Plumbing/Restrooms
  9. Lighting
  10. Power/Electrical
- B. Information must be received on form following this section
1. Notice for tunnel repairs must be received by the Construction Manager for forward to Owner's Representative a minimum of ten (10) working days before the work is to occur (for tunnel shut downs).
  2. All other notices must be received by the Construction Manager for forward to Owner's Representative a minimum of three (3) working days prior to the work occurring.

### 3.07 UTILITY LOCATES/GROUND PENETRATIONS FOR CAPITOL COMPLEX

- A. Call Iowa One Call at 800-292-8989 to request a Joint Meeting Locate.

1. Requests must be least five (5) working days prior to ground penetration.
  2. A representative from the requesting group and DAS must be present for the Joint Meeting Locate.
- B. Complete the Capitol Complex Digging Application online at <https://das.iowa.gov/general-services/capitol-complex-events/digging-application-form>.
  - C. Requesting groups will mark the area(s) intended to be penetrated with white spray paint or mark with white flags.
  - D. One Call and/or Vannguard must place their locate flags appropriately in the areas.
  - E. Contractor requesting the locate will be responsible for the locate charge.
  - F. Ground penetration on Capitol Complex is not allowed until the steps listed above have been taken and locations have been approved.

### **3.08 UTILITY LOCATES/GROUND PENETRATIONS**

- A. Call Iowa One Call at 800-292-8989 to request a locate
  1. Requests must be least five (5) working days prior to ground penetration.

### **3.09 FIRE WATCH FOR CAPITOL COMPLEX**

- A. Fire watch is to be performed any time the fire alarm is disabled for more than four hours. This includes both when the system is in bypass and when any detectors are disabled by removal or covering.
- B. When fire alarm is disabled for four hours or less it will be at the discretion of Owner to determine if fire watch must be provided.
- C. Written notice must be received two (2) working days prior to scheduling of fire watch.

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**CONSTRUCTION PROJECT REQUEST FOR NOTIFICATION AND/OR SERVICES  
FROM CAPITOL COMPLEX MAINTENANCE (CCM)**

Notifications must be provided to Owner's Representative to forward to CCM Plant Operations Manager. Information must be received by Owner's Representative in email format. Notice for tunnel repairs must be received 11 days before the work is to occur (for tunnel shut downs). All other notices must be received by the Owners Representative 4 working days prior to the work occurring.

**DAS Project Number:** \_\_\_\_\_

**Brief Description of Work:**

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**Building:** \_\_\_\_\_

**Affected Locations within Building:**

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**Dates of Work:** \_\_\_\_\_

**Hours of Work:** \_\_\_\_\_

**Impact:**

- Parking     Noise     Odors     Equipment     Other disruption
- Dust     Fire Alarm     HVAC     Plumbing/Restroom
- Lighting     Power/Electrical     Private/Public Utility Locate
- \_\_\_\_\_

**Escort:**     Required     Not Required     Need assistance to determine

**Additional Information:** (or attached map/drawing of affected area/impact)

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**END OF SECTION**

## SECTION 01 3100.01

### WEB BASED CONSTRUCTION MANAGEMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Owner and Contractor shall utilize **Procore Technologies, Inc. Procore** system for electronic submittal of all data and documents (unless specified otherwise by the owner's representative) throughout the duration of the Contract. **Procore** is a web-based electronic media site that is hosted by **Procore Technologies, Inc.**, utilizing their **Procore** web solution. **Procore** will be made available to all contractors' project personnel, subcontractor personnel, suppliers, consultants and the Designer of Record. The joint use of this system is to facilitate; electronic exchange of information, automation of key processes, and overall management of the contract. **Procore** shall be the primary means of project information submission and management. When required by the Owners representative, paper documents will also be provided. In the event of discrepancy between the electronic version and paper documents, the paper documents will govern. **Procore** is a registered trademark of **Procore Technologies, Inc.**

##### 1.02 USER ACCESS LIMITATIONS

- A. The Owner's Representative/Construction Manager will control the Contractor's access to **Procore** by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system, determine assigned function-based authorizations (determines what can be seen) and user privileges (determines what they can do). Sub-contractors and suppliers will be given access to **Procore** through the Contractor. Entry of information exchanged and transferred between the Contractor and its sub-contractors and suppliers on **Procore** shall be the responsibility of the Contractor.
1. Joint Ownership of Data: Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the **Procore** system) by the Owner's Representative and the Contractor will be jointly owned.

##### 1.03 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

- A. Review comments made (or lack thereof) by the Owner on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. Owner's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

##### 1.04 SUBMITTALS

- A. See Section 01 3300 SUBMITTAL PROCEDURES:
- B. Preconstruction Submittals
1. List of Contractor's key **Procore** personnel. Include descriptions of key personnel's roles and responsibilities for this project. Contractor should also identify their organization's administrator on the list.

##### 1.05 COMPUTER REQUIREMENTS

- A. The Contractor shall use computer hardware and software that meets the requirements of the **Procore** system as recommended by **Procore Technologies, Inc.** to access and utilize

**Procure.** As recommendations are modified by **Procure**, the Contractor will upgrade their system(s) to meet the recommendations or better. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The contractor will ensure that connectivity to the **Procure** system (whether at the home office or job site) is accomplished through DSL, cable, T-1 or wireless communications systems. The minimum bandwidth requirement for using the system is 128kb/s. It is recommended a faster connection be used when uploading pictures and files into the system. **Procure** supports the current and prior two major versions of Chrome, Firefox, Internet Explorer, and Safari.

- B. The Contractor shall be responsible for the validity of their information placed in **Procure** and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, cad drawing applications, and Adobe Portable Document Format (PDF) document distribution program. The Contractor shall utilize the existing forms in **Procure** to the maximum extent possible. If a form does not exist in **Procure** the Contractor must include a form of their own or provided by the Owner representative as an attachment to a submittal. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of **Procure** (outside what is provided by the owner) and the other programs indicated above as needed.
- C. User Access Administration: Provide a list of Contractor's key **Procure** personnel for the Owner's Representative acceptance. Contractor is responsible for adding and removing users from the system. The Owners Representative reserves the right to perform a security check on all potential users. The Contractor will be allowed to add additional personnel and sub-contractors to **Procure**.

#### 1.06 CONNECTIVITY PROBLEMS

- A. **Procure** is a web-based environment and therefore subject to the inherent speed and connectivity problems of the Internet. The Contractor is responsible for its own connectivity to the Internet. **Procure** response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The Owner will not be liable for any delays associated from the usage of **Procure** including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The contractor will ensure that connectivity to the **Procure** system (whether at the home office or job site) is accomplished through DSL, cable, T-1 or wireless communications systems. The minimum bandwidth requirement for using the system is 128kb/s. It is recommended a faster connection be used when uploading pictures and files into the system. Under no circumstances shall the usage of the **Procure** be grounds for a time extension or cost adjustment to the contract.

#### 1.07 TRAINING

- A. The Construction Manager shall provide the necessary training to the Prime Contractor.

### PART 2 - PRODUCTS

#### 2.01 DESCRIPTION

- A. **Procure** project management application (no equal) Provided by Procure Technologies, Inc. [www.Procure.com](http://www.Procure.com)

## PART 3 - EXECUTION

### 3.01 PROCORE UTILIZATION

- A. **Procore** shall be utilized in connection with submittal preparation and information management required by Sections:
1. PROJECT MANAGEMENT AND COORDINATION
  2. CONSTRUCTION PROGRESS DOCUMENTATION
  3. SUBMITTAL PROCEDURES
  4. QUALITY REQUIREMENTS
  5. Other Division One sections.
  6. Requirements of this section are in addition to requirements of all other sections of the specifications.
- B. Design Document Submittals
1. All design drawings and specifications shall be submitted as cad .dwg files or PDF attachments to the **Procore** submittal work flow process and form.
- C. Shop Drawings
1. Shop drawing and design data documents shall be submitted as cad .dwg files or PDF attachments to the **Procore** submittal work flow process and form. Examples of shop drawings include, but are not limited to:
  2. Standard manufacturer installation drawings.
  3. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
  4. Steel fabrication, piece, and erection drawings.
- D. Product Data
1. Product catalog data and manufacturer's instructions shall be submitted as
  2. PDF attachments to the **Procore** submittal work flow process and form. Examples of product data include, but are not limited to:
  3. Manufacturer's printed literature.
  4. Preprinted product specification data and installation instructions.
- E. Samples
1. Sample submittals shall be physically submitted as specified in Section 01 3300 SUBMITTAL PROCEDURES. Contractor shall enter submittal data information into **Procore** with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:
  2. Product finishes and color selection samples.
  3. Product finishes and color verification samples.
  4. Finish/color boards.
  5. Physical samples of materials.
- F. Administrative Submittals
1. All correspondence and pre-construction submittals shall be submitted using **Procore**. Examples of administrative submittals include, but are not limited to:
  2. Digging permits and notices for excavation.
  3. List of product substitutions
  4. List of contact personnel.
  5. Notices for roadway interruption, work outside regular hours, and utility cut overs.
  6. Requests for Information (RFI).
  7. Construction progress Schedules and associated reports and updates.
    - a. Each schedule submittal specified in CONSTRUCTION PROGRESS DOCUMENTATION shall be submitted as a native backed-up file (.PRX or .STX) of the scheduling program being used. The schedule will also be posted as a PDF

- file in the format.
8. Plans for safety, demolition, environmental protection, and similar activities.
  9. Quality Control Plan(s), Testing Plan and Log, Quality Control Reports, Production Reports, Quality Control Specialist Reports, Preparatory Phase Checklist, Initial Phase Checklist, Field Test reports, Summary reports, Rework Items List, etc.
  10. Meeting minutes for quality control meetings, progress meetings, pre-installation meetings, etc.
  11. Any general correspondence submitted.
- G. Compliance Submittals
1. Test reports, certificates, and manufacture field report submittals shall be submitted on **Procore** as PDF attachments. Examples of compliance submittals include, but are not limited to:
    - a. Field test reports.
    - b. Quality Control certifications.
    - c. Manufacturer's documentation and certifications for quality of products and materials provided.
- H. Record and Closeout Submittals
1. Operation and maintenance data and closeout submittals shall be submitted on **Procore** as PDF documents during the approval and review stage as specified, with actual set of documents submitted for final. Examples of record submittals include, but are not limited to:
    - a. Operation and Maintenance Manuals: Final documents shall be submitted as specified.
    - b. As-built Drawings: Final documents shall be submitted as specified.
    - c. Extra Materials, Spare Stock, etc.: Submittal forms shall indicate when actual materials are submitted.
- I. Financial Submittals
1. Schedule of Value, Pay Applications and Change Request Proposals shall be submitted on **Procore**. Supporting material for Pay Applications and Change Requests shall be submitted on **Procore** as PDF attachments. Examples of compliance submittals include, but are not limited to:
    - a. Contractors Schedule of Values
    - b. Contractors Monthly Progress Payment Requests
    - c. Contract Change proposals requested by the project owner

**END OF SECTION**

## SECTION 01 3200

### CONSTRUCTION PROGRESS DOCUMENTATION

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Construction Progress Schedule
- B. Construction Manager's Construction Schedule
- C. Submittal Schedule
- D. Daily Construction Reports
- E. Progress Photographs

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 CONSTRUCTION MANAGER'S MASTER CONSTRUCTION SCHEDULE

- A. Upon award of package, Contractor agrees to accept and meet or improve upon the schedule proposed in section **00 3113 PRELIMINARY SCHEDULE** with intermediate handoffs. Each package contractor will be required to participate in schedule coordination meetings with the Construction Manager.
- B. If the bid package contractor does not meet the handoff milestones in the master construction schedule, the bid package contractor shall take measures to increase work forces, increase work hours, initiate revisions to means and methods of construction, and/or other similar measures as required to make up lost time and complete the work in accordance with the construction schedule and remain consistent with project progress and overall construction schedule. Such measures shall be at no additional cost to the Owner. The Construction Manager shall have sole discretion on decisions to accelerate work.
- C. Updating the master construction schedule – Contractors are required to attend and participate in schedule coordination update meetings with the Construction Manager. This will be an opportunity for contractors to further define their scheduled scope of work in conjunction with other trades on site.
- D. Acceptance of revised master construction schedule – After an updated master construction schedule has been issued via Procore, Contractors will have 48 hours to dispute the new schedule. All contractors will be held to the last fully accepted master construction schedule.

##### 3.02 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit preliminary outline to the Construction Manager no later than 48 hours prior to the pre-construction meeting for coordination with Owner's requirements.
- B. Submit revised progress schedule with each application for payment.
- C. Schedules will be electronically submitted through Procore.
- D. Distribute copies of reviewed schedules to project site file, subcontractors, suppliers, and other concerned parties.
- E. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- F. Submit computer generated horizontal bar chart with separate line for each major portion of work or operation, identifying the first day of each week.
- G. Show complete sequence of construction activity, identifying work of separate stages and other

logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

- H. Indicate estimated percentage of completion for each item of work at each submission.
- I. Participate in joint review and evaluation of schedule with Construction Manager.
- J. Revisions to schedules:
  - 1. Indicate progress of each activity to date of submittal and projected completion date of each activity.
  - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
  - 3. Prepare narrative report to define problem areas, anticipate delays, and impact on schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

### 3.03 **SUBMITTAL SCHEDULE**

- A. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrications, and delivery when establishing dates.
  - 1. Coordinate submittal schedule with list of subcontractors, the schedule of values, and construction schedule.
  - 2. Submit concurrently with first complete submittal of contractor's construction schedule.

### 3.04 **DAILY CONSTRUCTION REPORTS**

- A. Daily Construction Reports: Submitted at weekly intervals.
  - 1. Daily Construction Reports will be submitted to Construction Manager.
- B. Prepare a daily construction report recording the following information concerning events at project site:
  - 1. Count of personnel at Project site
  - 2. Equipment at Project site
  - 3. Material Deliveries
  - 4. High and low temperatures and general weather conditions, including presence of rain or snow
  - 5. Accidents
  - 6. Meetings and significant decisions
  - 7. Unusual events
  - 8. Stoppages, delays, shortages, and losses
  - 9. Meter readings and similar recordings
  - 10. Emergency procedures
  - 11. Orders and requests of authorities having jurisdiction
  - 12. Change orders received and implemented
  - 13. Services connected and disconnected
  - 14. Equipment or system tests and startups
  - 15. Partial completions and occupancies
  - 16. Substantial completions authorized

### 3.05 **PROGRESS PHOTOGRAPHS**

- A. Progress photographs will be electronically submitted through Procore.
- B. Preconstruction Photographs: Before starting construction, take photographs of project site and surrounding properties, including existing items to remain during construction, from different



vantage points, as directed by Construction manager.

1. Take additional photographs as required to record existing damage to site, structure, equipment, or finishes.
- C. Periodic Construction Photographs: Take photographs at regular intervals. Select vantage points to show status of construction and progress since last photographs were taken.
- D. Field Completion Construction Photographs: Take photographs after date of Substantial Completion for submission as project record documents. Construction manager will inform of desired vantage points.

**END OF SECTION**

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## SECTION 01 3300

### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittals for Review
- B. Submittals for Information
- C. Submittal Procedures
- D. Samples

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product Data
  - 2. Shop Drawings
  - 3. Samples for Selection
  - 4. Samples for Verification
- B. Submit to Construction Manager to forward to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record document purposes.

##### 3.02 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Construction Manager, Architect, and Owner's knowledge. No action will be taken.

##### 3.03 SUBMITTAL PROCEDURES

- A. Submittals will be electronically submitted through Procore. Contractor will be invited to join web based program after issue of Notice of Intent to award.
- B. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
  - 2. Do not reproduce the Contract Documents to create shop drawings.

3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with a copy of approved submittal form.
- D. Sequentially number the submittal form. Revise submittals with original number and a sequential numeric suffix.
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
- G. Schedule submittals to expedite the project and coordinate submission of related items.
- H. For each submittal review, allow 15 days excluding delivery time to and from the contractor.
- I. Identify variations from the Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

#### 3.04 **SAMPLES**

- A. Submit to Construction Manager to forward to Architect/Engineer for review for limited purpose for checking conformance with information given and design concept expressed in the Contract Documents.
- B. Samples for selection as specified in product sections:
  1. Submit to Construction Manager to forward to Architect/Engineer for aesthetic, color, or finish selections.
  2. Submit samples of finishes from full range of manufacturer's standard colors, textures, and patterns to Construction Manager to forward to Architect/Engineer for selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full project information.
- E. Submit number of samples specified in individual specification sections.
- F. Photograph of submitted samples, along with transmittal sheet, shall be uploaded as a submittal in Procore.

**END OF SECTION**

**SECTION 01 3591  
HISTORIC TREATMENT PROCEDURES**

**PART 1 GENERAL****1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. This Section includes special procedures for historic treatment on the Project including, but not limited to, the following:
  - 1. Storage and protection of existing historic materials.
  - 2. Temporary protection of historic materials during construction.
  - 3. Protection during application of chemicals.
  - 4. Protection during use of heat-generating equipment.
  - 5. Historic treatment procedures.
- B. Related Sections include the following:
  - 1. Division 02 Section "Selective Removals" for other definitions not listed in this section.
  - 2. Division 08 Section "Historic Treatment of Wood Windows" for specific requirements for cleaning and repairing wood windows.
  - 3. Division 09 Section "Painting" for specific requirements of paint finishes and sealants.

**1.03 DEFINITIONS**

- A. Consolidate: To strengthen loose or deteriorated materials in place.
- B. Dismantle: To disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, so as to protect nearby historic surfaces; and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.
- C. "Existing to Remain" or "Retain": Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.
- D. Match: To blend with adjacent construction and create no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by the Architect.
- E. Material in Kind: Material that matches existing materials, as much as possible, in species, cut, color, grain, and finish.
- F. Preservation: To apply measures necessary to sustain the existing form, integrity, and materials of a historic property. Work may include preliminary measures to protect and stabilize the property.
- G. Protect and Maintain: To remove deterioration, corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the smallest amount of intervention.
- H. Reconstruction: To reproduce in the exact form and detail a building, structure, or artifact as it appeared at a specific period in time.
- I. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- J. Rehabilitation: To make possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.
- K. Repair: To stabilize, consolidate, or conserve; to retain existing materials and features while using as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Within restoration, repair also includes limited replacement in kind, rehabilitation, and reconstruction, with compatible

substitute materials for deteriorated or missing parts of features when there are surviving prototypes.

- L. Replace: To duplicate and replace entire features with new material in kind. Replacement includes the following conditions:
  - 1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
  - 2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
  - 3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.
- M. Remove: To detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled. All removed materials will be subject to review and approval by Owner prior to disposal.
- N. Remove and Reinstall: To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.
- O. Remove and Salvage: To detach items from existing construction and deliver them to Owner.
- P. Replicate: To reproduce in exact detail, materials, and finish, unless otherwise indicated.
- Q. Restoration: To accurately depict the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and the reconstruction of missing features from the restoration period.
- R. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials, unless otherwise indicated.
- S. Stabilize: To apply measures designed to reestablish a weather-resistant enclosure and the structural reinforcement of an item or portion of the building while maintaining the essential form as it exists at present.
- T. Strip: To remove existing finish down to base material, unless otherwise indicated.

#### **1.04 SUBMITTALS**

- A. Historic Treatment Program: Submit a written plan for each phase or process including protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of work.
- B. Alternative Methods and Materials: If alternative methods and materials to those indicated are proposed for any phase of work, provide a written description including evidence of successful use on other comparable projects, and program of testing to demonstrate effectiveness for use on this Project.

#### **1.05 QUALITY ASSURANCE**

- A. This property is on the National Register of Historic Places and on the State Register of Historic Places.
- B. This project has been designed in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (revised 1995) and must be completed consistent with the design. All work must conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties as well as all applicable codes and regulations governing the work.
- C. All aspects and elements of the property may potentially contribute to its historic significance and the Contractor shall not judge the relative significance of any feature. That judgment is entirely the responsibility of the Owner. Consequently, no element of the property may be altered, removed, reused, or taken from the premises without the prior written approval of the Owner.
- D. Preconstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1. Review manufacturer's written instructions for precautions and effects of products and procedures on building materials, components, and vegetation.
    - a. Record procedures established as a result of the review and distribute to affected parties.
  2. Review qualifications of personnel assigned to the work and assign duties.
  3. Review material application, work sequencing, tolerances, and required clearances.
  4. Review areas where existing construction is to remain and requires protection.
  5. Inspect and discuss condition of construction to be removed or dismantled.
  6. Review requirements of other work that relies on substrates exposed by removal and dismantling work.
- E. Mockups: Prepare mockups of specific historic treatment procedures specified in this Section to demonstrate aesthetic effects and set quality standards for materials and execution.

### **1.06 STORAGE AND PROTECTION OF HISTORIC MATERIALS**

- A. Removed Materials:
1. All removed materials will be subject to review and approval by Owner prior to disposal
  2. Protect materials from damage until disposal is approved by Owner.
- B. Removed and Salvaged Historic Materials:
1. Clean only loose debris from salvaged historic items unless more extensive cleaning is indicated.
  2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area designated by Owner.
  5. Protect items from damage during transport and storage.
  6. Do not dispose of items removed from existing construction without prior written consent of Owner.
- C. Removed and Reinstalled Historic Materials:
1. Clean and repair historic items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling during historic treatment. When permitted by Architect, items may be removed to a suitable, protected storage location during historic treatment and cleaned and reinstalled in their original locations after historic treatment operations and construction work in the vicinity are complete.
- E. Storage and Protection: When taken from their existing locations, catalog and store historic items within a weather-tight enclosure where they are protected from wetting by rain, snow, condensation, or ground water, from freezing temperatures, and temperature variations.
1. Identify each item with a nonpermanent inconspicuous mark to document its original location. Indicate original locations on plans elevations, sections, or photographs by annotating the identifying marks.
  2. Secure stored materials to protect from theft.
- F. Protect contents of building from damage during construction.

### **1.07 PROJECT-SITE CONDITIONS**

- A. Exterior Cleaning and Repairs:
1. Proceed with the work only when forecasted weather conditions are favorable.

- a. Wet Weather: Do not attempt repairs during rainy or foggy weather. Do not apply primer, paint, putty, or epoxy when the relative humidity is above 80 percent. Do not remove exterior elements of structures when rain is forecast or in progress.
  - b. Do not perform exterior wet work when the air temperature is below 40 degrees Fahrenheit.
  - c. Do not begin cleaning, patching, or repairing when there is any likelihood of frost or freezing.
  - d. Do not begin cleaning when either the air or the surface temperature is below 45 degrees Fahrenheit unless approved means are provided for maintaining a 45 degrees Fahrenheit temperature of the air and materials during, and for 48 hours after cleaning.
2. Perform cleaning and rinsing of the exterior only during daylight hours.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - C. Coordinate with Architect before proceeding with removal and dismantling work.
  - D. Hazardous Materials: Hazardous materials could be present in construction project affected by removal and dismantling work. The presence of hazardous materials is an Owner provided item for the project and the Contractor shall notify the Owner if additional material is found above the survey report.
    1. Hazardous material remediation is an Owner provided item to be completed during the project.
    2. Do not disturb hazardous materials or items suspected of containing hazardous materials.
    3. If unanticipated asbestos is suspected, stop work in the area of potential hazard, shut off fans and other air-handlers ventilating the area, and rope off area until the questionable material is identified by Owner's consultant. Reassign workers to continue work in unaffected areas. Resume work in the area of concern after safe working conditions are verified.
  - E. Storage or sale of removed or dismantled items on-site is not permitted unless otherwise indicated.

## **PART 2 PRODUCTS - (NOT USED)**

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Preparation for Removal and Dismantling: Examine construction to be removed or dismantled to determine best methods to safely and effectively perform removal and dismantling work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed or dismantled and location of utilities and services to remain that may be hidden by construction that is to be removed or dismantled.
  1. Inventory and record the condition of items to be removed and dismantled for reinstallation or salvage.
  2. Before removal or dismantling of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
  3. Consult the Architect to survey condition with the design team's professional engineer of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures as a result of removal and dismantling work.
- B. Perform surveys as the Work progresses to detect hazards resulting from historic treatment procedures.

### **3.02 PROTECTION, GENERAL**

- A. Ensure that supervisory personnel are present when work begins and during its progress.



- B. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.
  - 1. Use only proven protection methods, appropriate to each area and surface being protected.
  - 2. Provide barricades, barriers, and temporary directional signage to exclude public from areas where historic treatment work is being performed.
  - 3. Contain dust and debris generated by removal and dismantling work and prevent it from reaching the public or adjacent surfaces.
  - 4. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  - 5. Protect floors and other surfaces along haul routes from damage, wear, and staining.
- C. Comply with manufacturer's written instructions for precautions and effects of products and procedures on adjacent building materials, components, and vegetation.
- D. Temporary Protection of Historic Materials during Construction:
  - 1. Protect existing materials during installation of temporary protections and construction. Do not deface or remove existing materials.
  - 2. Attachments of temporary protection to existing construction shall be approved by Architect prior to installation.
- E. Protect landscape work adjacent to or within work areas.
  - 1. Provide barriers to protect tree trunks.
  - 2. Protect tree roots against damage from heavy equipment.
  - 3. Bind spreading shrubs.
  - 4. Use coverings that allow plants to breathe and remove coverings at the end of each day. Do not cover plant material with a waterproof membrane for more than 8 hours at a time.
  - 5. Set scaffolding and ladder legs away from plants.
- F. Existing Drains: Prior to the start of work or any cleaning operations, test drains and other water removal systems to ensure that drains and systems are functioning properly. Notify Architect immediately of drains or systems that are stopped or blocked. Do not begin Work of this Section until the drains are in working order.
  - 1. Provide a method to prevent solids including stone or mortar residue from entering the drains or drain lines. Clean out drains and drain lines that become blocked or filled by sand or any other solids because of work performed under this Contract.
  - 2. Protect storm drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

### **3.03 PROTECTION DURING APPLICATION OF CHEMICALS**

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or damage resulting from applications of chemical cleaners and water repellants.
- B. Comply with requirements in Division 01 Section "Temporary Facilities and Controls."
- C. Cover adjacent surfaces with materials that are proven to resist chemical cleaners and water repellants selected for Project unless chemicals being used will not damage adjacent surfaces. Use covering materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
- D. Do not apply chemicals or cleaning solutions during winds of sufficient force to spread chemicals or cleaning solutions to unprotected surfaces.
- E. Neutralize and collect alkaline and acid wastes and dispose of off Owner's property.
- F. Dispose of runoff from chemical operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration

into building interiors.

1. Fire Safety Equipment: Maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and fire watch personnel are trained in fire-extinguisher and blanket operation.

### **3.04 HISTORIC REMOVAL AND DISMANTLING EQUIPMENT**

- A. Removal and Dismantling Equipment: Use manual, hand-held tools, except as follows or otherwise approved by the Architect on a case-by-case basis:
  1. Light jackhammers and large air hammers are not permitted.
  2. Cutting torches are not permitted.
  3. Hand-held power tools are permitted only as submitted in the historic treatment program. They must be adjustable so as to penetrate or cut only the thickness of material being removed.
  4. Pry bars over 18 inches long and hammers weighing over 2 lb (0.9 kg) are not permitted for dismantling work.

### **3.05 HISTORIC TREATMENT PROCEDURES**

- A. The principal aim of preservation work is to halt the process of deterioration and stabilize the item's condition, unless otherwise indicated. Repair is required where specifically indicated. The following procedures shall be followed:
  1. Retain as much existing material as possible; repair and consolidate rather than replace.
  2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.
  3. Use reversible processes wherever possible.
  4. Use traditional replacement materials and techniques. New work shall be distinguishable to the trained eye, on close inspection, from old work.
  5. Record the work before the procedure with preconstruction photos and during the work with periodic construction photos. Comply with requirements in Division 01 Section "Photographic Documentation."
- B. Prohibit smoking by all persons everywhere: in all buildings and all areas on the grounds.
- C. Obtain Architect's review and written approval in the form of a Constructive Change Directive or Supplemental Instruction before making changes or additions to construction or removing historic materials. Architect will review the removal historic materials with the Owner and historic tax credit consultant.
- D. Notify Architect of visible changes in the integrity of material or components whether due to environmental causes including biological attack, UV degradation, freezing, or thawing; or due to structural defects including cracks, movement, or distortion.
  1. Do not proceed with the work in question until directed by Architect.
- E. Where missing features are indicated to be repaired or replaced, provide features whose designs are based on accurate duplications rather than on conjectural designs, subject to the approval of Architect.
- F. Where Work requires existing features to be removed, cleaned, and reused, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.
- G. When cleaning, match samples of existing materials that have been cleaned and identified for acceptable cleaning levels. Avoid over cleaning to prevent damage to existing materials during cleaning.

**END OF SECTION**

## SECTION 01 4000

### QUALITY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. References
- B. Quality assurance and control of installation
- C. Tolerances
- D. Defect Assessment
- E. Inspection and testing laboratory services
- F. Manufacturer's field services and reports

##### 1.02 REFERENCES

- A. Conform to reference standard in effect at date of contract.
- B. When required by contract documents, obtain copies of standards.
- C. Should specified reference standards conflict with contract documents request clarification from engineer before proceeding.
- D. The contractual relationship of the parties to the contract shall not be altered from the contract documents by mention or inference otherwise in any reference document.

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with contract documents, request clarification from the engineer prior to proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stress, vibration, physical distortion, or disfiguration.

##### 3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with contract documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

##### 3.03 DEFECT ASSESSMENT

- A. Replace work or portions of work not conforming to specified requirements.

- B. If, in the option of the Owner, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or recommend adjusted payment.

### **3.04 INSPECTION AND TESTING**

- A. Owner shall include and pay for all required special inspections and testing required by IBC Section 1705, if applicable. This does not include inspections and testing required by other specification sections in this Project Manual. Copies of all testing and inspection reports shall be submitted to the Construction Manager and Design Professional by the testing and inspection agency.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect, Construction Manager, and contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of contract documents.
  - 4. Immediately notify the Construction Manager and contractor of observed irregularities or non-conformance of work or products.
  - 5. Perform additional testing and inspections required by the Owner
- C. Limits on Testing Agency/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirement of contract documents.
  - 2. Agency may not approve or accept any portion of the work.
  - 3. Agency may not assume any duties of the contractor.
  - 4. Agency has no authority to stop the work.
- D. Contractor responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the work and to manufacturer's facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of products to be tested/inspected.
    - c. To facilitate test/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Construction Manager and laboratory 24 hours prior to expected time for operations requiring testing/inspection.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same testing agency on instruction by Architect/Construction Manager.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by the Contractor.

### **3.05 MANUFACTURER'S FIELD SERVICES AND REPORTS**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start up of equipment, test, adjust and balance of equipment as applicable and to initiate instructions when necessary.
- B. Individuals are to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
- C. Submit report in duplicate within 30 days of observation to Construction Manager for review.

**END OF SECTION**

## SECTION 01 5000

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Temporary Utilities
- B. Temporary Sanitary Facilities
- C. Telephone Service
- D. Removal of Utilities, Facilities, and Controls
- E. Temporary Facilities
- F. Equipment
- G. Vehicular Access and Parking
- H. Traffic Regulation
- I. Barriers
- J. Enclosures and Fencing
- K. Waste Removal

##### 1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
  - 1. Electrical Power, consisting of connection to existing facilities.
  - 2. Water Supply, consisting of connection to existing facilities.
- B. The Contractor shall pay for installation, maintenance, and removal of temporary utilities. Temporary utilities shall not disrupt the Facility's need for continuous service.

##### 1.03 TEMPORARY SANITARY FACILITIES

- A. DCI Group will provide and maintain required temporary sanitary facilities at time of project mobilization.

##### 1.04 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field or use a cellular telephone.

##### 1.05 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

#### PART 2 - PRODUCTS

##### 2.01 TEMPORARY FACILITIES

- A. Field Offices: Coordinate with Construction Manager and Owner if applicable.

##### 2.02 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated, with class and extinguishing agent as required by locations and classes of fire exposures.

#### PART 3 - EXECUTION

##### 3.01 VEHICULAR ACCESS AND PARKING

- A. Use designated existing on-site roads for construction traffic.
- B. Parking is as directed by Owner.
- C. When site space is not adequate, provide additional off-site parking.
- D. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Track vehicles not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel as permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Provide and maintain access to fire hydrants, free of obstructions.
- H. Provide means of removing mud from vehicle wheels before entering streets.

### **3.02 TRAFFIC REGULATION**

- A. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- B. Flares and lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- C. Haul Routes:
  1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
- D. Removal:
  1. Remove equipment and devices when no longer required.
  2. Repair damage caused by demolition.

### **3.03 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for Owner's use of site and to protect existing facilities and adjacent properties from damage during construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

### **3.04 ENCLOSURES AND FENCING**

- A. Provide temporary enclosure and fences as necessary to protect the public and secure the site.
- B. Provide six (6) foot high fence around construction site; equip with vehicular and pedestrian gates with locks.
- C. Provide security and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

### **3.05 WASTE REMOVAL**

- A. Except for items or materials to be salvaged, recycled or otherwise reused, remove waste materials from project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Waste Disposal Facilities: Provide waste collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

## **END OF SECTION**

## SECTION 01 6000

### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. General product requirements
- B. Product options
- C. Maintenance materials
- D. Transportation and handling
- E. Storage and protections

#### PART 2 - PRODUCTS

##### 2.01 GENERAL PRODUCT REQUIREMENTS

- A. Provide new products unless specifically required or permitted by the contract documents.
- B. Do not use products having any of the following characteristics:
  - 1. Made using or containing CFC's or HCFC's
  - 2. Made of wood from newly cut old growth timber.
- C. Where all other criteria are met, contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions
  - 2. If wet-applied, have lower VOC content
  - 3. Are extracted, harvested, and/or manufactured closer to the location of the project
  - 4. Have longer documented life span under normal used
  - 5. Result in less construction waste
  - 6. Are made of vegetable materials that are rapidly renewable

##### 2.02 PRODUCT OPTIONS

- 1. Products specified by reference standards or by description only: Use of any product meeting those standards or description.
- 2. Products specified by naming one or more manufacturers, with or without a provision for substitutions: Use a product of one of the manufacturers named and meeting specifications or submit a request for substitution for any manufacturer not named by the date specified in this project manual. Substitution requests shall be emailed to the Issuing Officer at the email address provided in Instructions to Bidders Section 1.04.

##### 2.03 MAINTENANCE MATERIALS

- 1. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- 2. Deliver to project site; obtain receipt prior to final payment.

#### PART 3 - EXECUTION

##### 3.01 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.02 STORAGE AND PROTECTIONS**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturers' warranty conditions, if any.
- H. Cover product subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**



## SECTION 01 7300

### EXECUTION

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures
- B. Alteration project procedures
- C. Cutting and patching
- D. Cleaning and protection
- E. Adjusting

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 EXAMINATION, PREPARATION, AND GENERAL INSTALLATION PROCEDURES

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misproduction.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to cutting: Examine existing conditions prior to commencing work; include elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.
- G. Clean substrate surfaces prior to applying next material or substance.
- H. Seal cracks or openings of substrate prior to applying next material or substance.
- I. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- J. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- K. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- L. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- M. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- N. Make neat transitions between different surfaces, maintaining texture and appearance.

##### 3.02 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product sections match existing products and work for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- E. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finished to original condition.

- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Refinish visible existing surfaces to remain in renovated rooms and spaces to specified condition for each material with a neat transition to adjacent finishes.
- H. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- I. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line of division and make recommendation to the Construction Manager. Prior to cutting get the Owner's approval.
- J. Where change of plane of ¼ inch or more occurs, submit recommendation for providing smooth transition to the Construction Manager for review.

### **3.03 CUTTING AND PATCHING**

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
  1. Structural integrity of element.
  2. Integrity of weather-exposed or moisture-resistant elements.
  3. Efficiency, maintenance, or safety of element.
  4. Visual qualities of sight exposed elements.
  5. Work of owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete work, and to:
  1. Fit the several parts together, to integrate with other work.
  2. Uncover work to install or correct ill-timed work.
  3. Remove and replace defective and non-conforming work.
  4. Remove samples of installed work for testing.
  5. Provide openings in elements of work for penetrations of mechanical and electrical work.
- D. Execute work by methods to avoid damage to other work and which will provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill.
- F. Cut masonry and concrete materials using masonry saw or core drill.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- I. Maintain integrity of wall, ceiling or floor construction; completely seal voids.
- J. Refinish surfaces to match adjacent finishes. Refinish to nearest intersection for continuous surfaces. Refinish entire unit for continuous surfaces for an assembly.
- K. Identify hazardous substances or conditions exposed during the work to the engineer for decision or remedy.

### **3.04 CLEANING AND PROTECTION**

- A. Progress cleaning
  1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
  2. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
- B. Protection of installed work
  1. Protect installed work from damage by construction operations.
  2. Provide special protection where specified in individual specification sections.
  3. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
  4. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.
  5. Prohibit traffic from landscaped areas.

**3.05 ADJUSTING**

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

**END OF SECTION**

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## SECTION 01 7700

### CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Inspections
- B. Substantial Completion
- C. Project Record Documents
- D. Warranties
- E. Operations and Maintenance Manuals
- F. Operations and Maintenance Data for Materials and Finishes
- G. Operations and Maintenance Data for Equipment and Systems
- H. Training
- I. Final Completion
- J. Maintenance

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 INSPECTIONS

- A. Ensure all state inspections have been completed by the authority having jurisdiction.
- B. Upload documentation of all test/inspections to Procore.
- C. Submit a written request for inspection of Substantial Completion. On receipt of request, The Design Professional will either proceed with inspection or notify contractor of unfulfilled requirements. The Design Professional will prepare the Certificate of Substantial Completion after inspection or will notify contractor of items, either on contractor's list or additional items identified by architect that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re inspection when the work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

##### 3.02 SUBSTANTIAL COMPLETION

- A. A substantial completion checklist is attached for reference following this specification section.
- B. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to the Construction Manager through upload to Procore.
- C. Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Submit written certification that contract documents have been reviewed, work has been inspected, and that work is completed in accordance with contract documents and ready for review
  - 2. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the work has not been completed.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Make final changeover of permanent locks and deliver key to the owner. Advise owner's personnel of changeover in security provisions.
  - 5. Complete startup testing of systems.
  - 6. Submit test/adjust, balance records.
  - 7. Terminate and remove temporary facilities from project site, along with mockups, construction tools, and similar elements.

8. Advise owner of changeover in heat and other utilities.
9. Submit changeover information related to owner's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements, including touch up painting.
11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

### **3.03 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the work:
  1. Drawings
  2. Specifications
  3. Addenda
  4. Change orders and other modifications to the contract
  5. Reviewed shop drawings, product data, and samples
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  1. Manufacturer's name and product model and number.
  2. Product substitutions or alterations utilized.
  3. Changes made by Addenda and modifications.
- F. Record Drawings:
  1. Measured depths of foundations in relation to finish first floor datum.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
  4. Field changes of dimension and detail.
  5. Details not on original contract drawings.
- G. Record Drawings shall be uploaded to Procore in pdf format.

### **3.04 WARRANTIES**

- A. Submit written warranties for designated portions of the work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Submit properly executed warranties in Procore prior to Final Completion.
- C. Verify that documents are in proper form, contain full information, and are notarized.
- D. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E. Include warranties in operation and maintenance manuals.
- F. Items of work delayed beyond date of Substantial Completion, provide updated submittal after acceptance by Owner, listing date of acceptance as start of warranty period

### **3.05 OPERATIONS AND MAINTENANCE MANUALS**

- A. Format: Submit operations and maintenance manuals in the following format:
  1. Portable Document Format (PDF) electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Owner and upload to Procore.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.

2. Assemble with data arranged in the same sequence as, and identified by the specification sections. Where systems involve more than one specification section, provide separate index for each system.
  3. Include project directory listing title and address of project, names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
  4. Include Table of Contents listing every item separated by index and specification section.
- B. Source Data: For each product or system, list names, addresses, and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
  - C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
  - D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use project record documents as maintenance drawings.
  - E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.06 OPERATIONS AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For each product, applied material, and finish:
  1. Product data, with catalog number, size, composition, and color and texture designations.
  2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specified products.

### **3.07 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For each item of equipment and each system:
  1. Description of unit or system, and component parts
  2. Identify function, normal operating characteristics, and limiting conditions
  3. Include performance curves, with engineering data and tests
  4. Complete nomenclature and model number of replacement parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specified products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance requirements: Include routine procedure and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.

- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional requirements: As specified in individual specification sections.

### **3.08 TRAINING**

- A. Demonstrate operations of systems, subsystems, and equipment.
- B. Train in operation and maintenance of systems, subsystems, and equipment
- C. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- D. Submit written agenda to Construction Manager for approval prior to scheduling training.
- E. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

### **3.09 FINAL COMPLETION**

- A. A final completion checklist is attached for reference following this specification section.
- B. Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Complete punch list items.
  - 2. Prepare and submit project record documents, operation and maintenance manuals, damage or settlement surveys, and similar final record information.
  - 3. Deliver tools, spare parts, extra materials, and similar items to location designated by owner. Label with manufacturer's name and model number where applicable.
  - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  - 5. All trailers, construction signs, unused, broken or demolition materials have been removed from the site and the premises returned to the original condition in the opinion of the Owner and Design Professional.
  - 6. Submit a final Application for Payment (retainage).
- C. Upon receipt of final payment complete final completion certificate in Procore.



## Substantial Completion Project Checklist

Date: \_\_\_\_\_

DAS Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Location: \_\_\_\_\_

Contractor: \_\_\_\_\_

In order to process the 99% payment (100% pay app less closeout and retainage) on a Capital Project, the Department of Administrative Services needs the following information. Please complete this form and obtain the necessary documents.

**Have all state inspections been completed and documentation uploaded to Procore?**  
(Including but not limited to the following inspections)

**Boiler Inspection**  Yes  No  N/A

**Water Heater Inspection**  Yes  No  N/A

**Energy Code Inspection**  Yes  No  N/A

**Building Code Inspection**  Yes  No  N/A

**Electrical Inspection**  Yes  No  N/A

**Elevator Inspection**  Yes  No  N/A

**Other:** \_\_\_\_\_  Yes  No  N/A

Occupancy Permit if applicable

Test and Balance has been performed

Certificate of Substantial Completion in Procore (Consensus Docs 814)

**Are there any disputes with the above mentioned vendor which need resolution?**

Yes (provide description below)  No

\_\_\_\_\_  
\_\_\_\_\_

**Can payment (less closeout and retainage) be released?**  Yes  No

**Final Completion Project Checklist**

**Date:** \_\_\_\_\_

**DAS Project Number:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

In order to process the 100% payment and Retainage payment on a Capital Project, the Department of Administrative Services needs the following information. Please complete this form and obtain the necessary documents.

**Have all Warranties been received?**  Yes  No

**Have the Operations and Maintenance Manuals been received?**  Yes  No

**Who is in possession of the O & M Manuals?** \_\_\_\_\_

**Has all training been completed?**  Yes  No

**Have all as-built drawings been scanned and uploaded into Procore?**  Yes  No

**Have electronic drawing/specification files been transferred to DAS?**  Yes  No

**Have all Test & Balance reports been received?**  Yes  No

**Have all punchlist items been corrected?**  Yes  No

**573 Notification** *(To be obtained from the general contractor):* Copy of general contractor’s notification of application for retainage to all subcontractors and suppliers. General contractor must follow IAC 26 section 23.13.2.

**AIA Form G706 – Contractor’s Affidavit of Payment of Debts and Claims**

**AIA Form G706A – Contractor’s Affidavit of Release of Liens**

**AIA Form G707 – Consent of Surety Company to Final Payment**

**Certificate of Final Completion in Procore (Consensus Docs 815)**

**Are there any disputes with the above mentioned vendor which need resolution?**

Yes (provide description below)  No

\_\_\_\_\_

**Can 100% payment and retainage payment be released?**  Yes  No

**SECTION 02 4100  
DEMOLITION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- B. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

**1.03 DEFINITIONS**

- A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to the Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

**1.04 REFERENCE STANDARDS**

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

**PART 2 PRODUCTS -- NOT USED****PART 3 EXECUTION****3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
  - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
- B. Protect existing structures and other elements to remain in place and not removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- C. Hazardous Materials:

1. If hazardous materials are discovered during removal operations, stop work and notify the Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

### **3.02 EXISTING UTILITIES**

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to the Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to the Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

### **3.03 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
  1. Verify construction and utility arrangements are as indicated.
  2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and required to accomplish new work.
  1. Remove items indicated on drawings.
- C. Protect existing work to remain.
  1. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
  2. Repair adjacent construction and finishes damaged during removal work.
  3. Patch to match new work.

### **3.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**SECTION 06 1000  
ROUGH CARPENTRY****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Nonstructural dimension lumber framing.
- B. Sheathing.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 5323 - EPDM Thermoset Single-Ply Roofing.
- B. Section 07 6200 - Sheet Metal Flashing and Trim.

**1.03 REFERENCE STANDARDS**

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- B. NELMA (SGR) - Standard Grading Rules for Northeastern Lumber; 2017.
- C. PS 1 - Structural Plywood; 2019.
- D. PS 20 - American Softwood Lumber Standard; 2015.
- E. SPIB (GR) - Grading Rules; 2014.

**1.04 SUBMITTALS**

- A. Product Data: Provide technical data on Plywood Sheathing.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

**PART 2 PRODUCTS****2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
  - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at [www.alsc.org](http://www.alsc.org), and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

**2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16 ):
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

**2.03 CONSTRUCTION PANELS**

- A. Roof Sheathing: PS 2 type, rated Structural I Sheathing.
  - 1. Bond Classification: Exterior Plywood
  - 2. Span Rating: 60.
  - 3. Performance Category: 3/4 PERF CAT.

**2.04 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
  - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
- B. General Purpose Construction Adhesives: Comply with ASTM C557.
  - 1. Products:
    - a. Franklin International; Titebond GREENchoice Weatherproof Subfloor Adhesive: [www.titebond.com/#sle](http://www.titebond.com/#sle).
    - b. Substitutions: See Section 01 6000 - Product Requirements.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Coordinate installation of rough carpentry members specified in other sections.

#### **3.02 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.

#### **3.03 FRAMING INSTALLATION**

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Cut the existing wood roof sheathing back to the center of the framing member. Provide construction adhesive and fasten to framing member.

#### **3.04 ROOF-RELATED CARPENTRY**

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

#### **3.05 INSTALLATION OF CONSTRUCTION PANELS**

- A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
  - 1. Nail panels to framing; staples are not permitted.

#### **3.06 TOLERANCES**

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

#### **3.07 CLEANING**

- A. Waste Disposal:
  - 1. Comply with applicable regulations.
  - 2. Do not burn scrap on project site.
  - 3. Do not burn scraps that have been pressure treated.
  - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

**END OF SECTION**

**SECTION 07 3129  
WOOD SHINGLES AND SHAKES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Wood shakes.
- B. Wood shingles for roof and wall conditions to match the original exposures.
- C. Flexible sheet membranes for underlayment.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 6200 - Sheet Metal Flashing and Trim: Valley flashings and counter flashing.

**1.03 REFERENCE STANDARDS**

- A. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2021.
- B. AWPA U1 - Use Category System: User Specification for Treated Wood; 2016.
- C. CSSB (WEB) - (Grade Standards and Installation Recommendations as Posted at [www.cedarbureau.org](http://www.cedarbureau.org)); Cedar Shake and Shingle Bureau; current edition.
- D. CSSB (WMAN) - Exterior and Interior Wall Manual; 2020.
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.
- F. UL 1897 - Uplift Tests for Roof-Covering Systems; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacture of roofing systems similar to those required for this project, with not less than 5 years of documented experience.

**1.05 MOCK-UPS**

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Construct mock-up, 4 sq ft, including underlayment, shingles/shakes, eave protection membrane, and associated flashings.
- C. Mock-up may remain as part of work.

**1.06 FIELD CONDITIONS**

- A. Do not install shingles, bituminous material or eave protection membrane when surface temperatures are below 45 degrees F.

**1.07 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Extended Correction Period: Correct defective work within 1-year period commencing on Date of Substantial Completion.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Wood Shingles:
  - 1. Cedar Shingles Direct: [www.cedarshinglesdirect.com/#sle](http://www.cedarshinglesdirect.com/#sle).
  - 2. Miller Shingle Company: [www.millershingle.com/#sle](http://www.millershingle.com/#sle).
  - 3. Any producer and member of Cedar Shake and Shingle Bureau (CSSB); [www.cedarbureau.org/#sle](http://www.cedarbureau.org/#sle).
  - 4. Substitutions: See Section 01 6000 - Product Requirements.

**2.02 SHINGLES**

- A. Roof Shingles: Western red cedar (*Thuja plicata*), taper sawn (sawn both sides), CSSB (WEB), No.1 Grade, 18 inches long, standard straight butt. Width to match existing building wood shingles.
  - 1. Thickness at Butt: 1/2 inch, nominal.
  - 2. Wind Resistance: Pass UL 1897.
  - 3. Preservative: Provide shingles pressure treated with preservative in accordance with AWPA U1, Use Category UC3B.
  - 4. Provide CSSB labels in packaging.

### **2.03 SHEET MATERIALS**

- A. Ventilation Mat: Polymeric or nylon roof ventilation mat for wood roof sheathing applications.
  - 1. Products:
    - a. Benjamin Obdyke, Cedar Breather.
    - b. Substitutions: See Section 01 6000-Product Requirements.
- B. Accessories:
  - 1. Self-Adhered Flashing
  - 2. Double Sided Sealing Tape
  - 3. Roll Vent to work with existing ridge cap
- C. Underlayment: Synthetic non-asphaltic sheet, intended by manufacturer for mechanically fastened roofing underlayment without sealed seams and ice and water shield installed as shown on the drawings.
  - 1. Use the Manufacture recommendation for ice and water shield under the underlayment.
  - 2. Self Sealability: Passing nail sealability test specified in ASTM D1970/D1970M.
  - 3. Ultraviolet Resistance and Weatherability: Approved in writing by manufacturer for exposure to weather for minimum of 6 months.
  - 4. Low Temperature Flexibility: Passing test specified in ASTM D1970/D1970M.
  - 5. Fasteners: As required by manufacturer and in compliance with local building code requirements.

### **2.04 METAL FLASHINGS**

- A. Metal Flashings: copper, see 07 6200 Sheet Metal Flashing and Trim.
- B. Metal Flashings: Provide sheet metal open valley flashing and other flashing indicated.
  - 1. Form flashings to profiles indicated on Drawings.
  - 2. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
  - 3. Hem exposed edges of flashings minimum 1/4 inch on underside.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions prior to beginning work.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings are correctly framed.

### **3.02 PREPARATION**

- A. At areas where eave protection membrane is to be adhered to substrate, fill knot holes and surface cracks with latex filler.
- B. Broom clean deck surfaces before installing underlayment or eave protection.

### **3.03 INSTALLATION**

- A. Alternate laced outside corners of the wall.
- B. Lace inside corner with flashing behind the inside strip on the corner.
- C. Install in accordance with this specification and the following, whichever is more stringent:



1. Applicable building code(s).
  2. Manufacturer's installation instructions.
- D. Eave Protection Membrane (ice and water shield):
1. Install eave protection membrane from eave edge to minimum 3 feet up-slope beyond interior face of exterior wall.
  2. Install eave protection membrane in accordance with manufacturer's instructions.
- E. Underlayment:
1. Roof Slopes Greater Than 4:12: Install underlayment perpendicular to slope of roof, with ends and edges weather lapped minimum 4 inches; stagger end laps of each consecutive layer, nail in place, and weather lap over eave protection minimum 4 inches.
  2. Items projecting through or mounted on roof, weather lap and seal watertight with plastic cement.
- F. Valley Protection:
1. Install one ply of sheet metal flashing crimped to guide water, minimum 18 inches wide, centered over valleys.
  2. Nail in place minimum 18 inches on center, 1 inch from edges.
  3. At Exposed Valleys: Install minimum 36 inches wide ice and water shield with mineral surface side up centered over first layer of protection. Apply a 4-inch wide band of lap cement along each edge of first layer, press roll roofing into roof sheathing, and nail in place minimum 18 inches on center and 1 inch from edges or per manufactures recommendations in colder weather.
- G. Metal Flashings:
1. Weather lap joints minimum 2 inches and seal weathertight with solider.
  2. Secure in place with nails at recommended spacing on center, and conceal fastenings.
- H. Shingles:
1. Shingles shall be painted on all side before installation. Note some manufactures can paint these in the factory before reaching the site.
  2. Install using not less than two fasteners for each shingle or shake.
  3. Roofs : Install to produce straight coursing pattern with same amount of weather exposure to produce double thickness.
    - a. Install with double course at eaves.
    - b. Project first roofing course 1-1/2 inches beyond face of fascia boards.
    - c. Install hip and ridge caps on hips, maintaining 5-inch weather exposure; place to avoid exposed nails.

### 3.04 CLEANING

- A. Clean exposed work upon completion of installation; remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to finish.

### 3.05 PROTECTION

- A. Do not permit traffic over finished roof surface.

**END OF SECTION**

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**SECTION 07 5323**  
**EPDM THERMOSET SINGLE-PLY ROOFING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Adhered roof system with ethylene propylene diene terpolymer (EPDM) roofing membrane.
- B. Vapor retarder.
- C. Cover board
- D. Flashings.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 6200 - Sheet Metal Flashing and Trim: Counterflashings, reglets and flashing.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2017.
- B. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-- Tension; 2016 (Reapproved 2021).
- C. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2015, with Editorial Revision (2022).
- D. FM DS 1-28 - Wind Design; 2015, with Editorial Revision (2022).
- E. FM DS 1-29 - Roof Deck Securement and Above-Deck Roof Components; Factory Mutual System; 2016.
- F. NRCA (RM) - The NRCA Roofing Manual; 2023.
- G. SPRI RP-4 - Wind Design Standard for Ballasted Single-Ply Roofing Systems; 2022.
- H. UL 790 - Standard for Standard Test Methods for Fire Tests of Roof Coverings; Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's written information listed below.
  - 1. Product data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.
  - 2. Preparation instructions and recommendations.
  - 3. Storage and handling requirements.
- C. Shop Drawings: Indicate joint or termination detail conditions and conditions of interface with other materials.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- F. Warranty:
  - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
  - 2. Submit installer's certification that installation complies with all warranty conditions for the waterproof membrane.

**1.05 QUALITY ASSURANCE**

- A. Material Compatibility: Roofing materials shall be compatible with one another under conditions of service and application required, as demonstrated by roofing system manufacturer based on testing and field experience.

- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum twenty (20) years of documented experience.
- C. Single Source Responsibility: Provide and install products from single source.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- B. Store products in weather protected environment, clear of ground and moisture.
- C. Protect foam insulation from direct exposure to sunlight.
- D. Keep Material Safety Data Sheets (MSDS) at the project site at all times during transportation, storage, and installation of materials.
- E. Comply with all requirements of Owner to prevent overloading or disturbance of the structure when loading materials onto the roof.

#### **1.07 FIELD CONDITIONS**

- A. Do not apply roofing membrane during unsuitable weather. Refer to manufacturer's written instructions.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 110 degrees F.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Proceed with work so new roofing materials are not subject to construction traffic as work progresses.
- F. Do not allow grease, oil, fats, or other contaminants to come into direct contact with membrane.

#### **1.08 WARRANTY**

- A. See Section 01 7700-Closeout Submittals, for additional warranty requirements.
- B. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
  - 1. Warranty Term: 25 years.
  - 2. For repair and replacement include costs of both material and labor in warranty.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURER**

- A. Carlisle's Sure-Tough: [www.carlisesyntec.com](http://www.carlisesyntec.com).
- B. Firestone RubberGard Max: [www.firestonebpc.com](http://www.firestonebpc.com).
- C. Johns Manville: [www.jm.com](http://www.jm.com).
- D. Versico Versigard.
- E. Substitutions: See Section 01 6000 - Product Requirements.

#### **2.02 ROOFING APPLICATIONS**

- A. EPDM Membrane Roofing: One ply membrane, fully adhered.
- B. Roofing Assembly Performance Requirements and Design Criteria:

#### **2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS**

- A. Membrane:
  - 1. Thickness: 60 mils (0.060 inch), minimum.
  - 2. Sheet Width: Factory fabricated into largest sheets possible.

3. Color: Black.
  4. Product:
- B. Seaming Materials: As recommended by membrane manufacturer.
  - C. Flexible Flashing Material: Same material as membrane.
  - D. Base Flashing: Provide waterproof, fully adhered base flashing system at all penetrations, plane transitions, and terminations.

#### **2.04 DECK SHEATHING AND COVER BOARDS**

- A. Inspect existing wood roof and record the damage areas to the Architect.
- B. Cover Board on the existing roof: Glass mat faced gypsum panels, ASTM C1177/C1177M, fire resistant type, 1/2 inch thick.
  1. Product: GP Dens-Deck Prime, distributed by Carlisle.

#### **2.05 INSULATION**

- A. Polyisocyanurate Board Insulation: ASTM C1289, and with the following characteristics:
  1. Compressive Strength: 20 pounds per square inch.
  2. Total Thickness: 5"

#### **2.06 ACCESSORIES**

- A. Prefabricated Flashing Accessories:
  1. Corners and Seams: Same material as membrane, in manufacturer's standard thicknesses.
  2. Penetrations: Same material as membrane, with manufacturer's standard cut-outs, rigid inserts, clamping rings, and flanges.
  3. Sealant Pockets: Same material as membrane, with manufacturer's standard accessories, in manufacturer's standard configuration.
- B. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self adhering.
- C. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
- D. Membrane Adhesive: As recommended by membrane manufacturer.
- E. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- F. Sealants: As recommended by membrane manufacturer.
- G. Cleaner: Manufacturer's standard, clear, solvent-based cleaner.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

#### **3.02 PREPARATION, GENERAL**

- A. Clean substrate thoroughly prior to roof application.

#### **3.03 WOOD DECK PREPARATION**

- A. Verify flatness and tightness of joints of wood decking. Verify that all wood decking edges are fully supported. Fill knot holes with latex filler or completely cover with securely nailed sheet metal.

- B. Confirm dry deck by moisture meter with 12 percent moisture maximum.

### **3.04 INSTALLATION - GENERAL**

- A. Perform work in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- F. Coordinate the work with installation of associated counterflashings installed by other sections as the work of this section proceeds.

### **3.05 INSULATION APPLICATION**

- A. Attachment of Insulation:
  - 1. Mechanically fasten first layer of insulation to deck in accordance with roofing manufacturer's instructions.
  - 2. Embed second layer of insulation into full bed of adhesive in accordance with roofing and insulation manufacturers' instructions.
- B. Do not install wet, damaged, or warped insulation boards.
- C. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.
- D. Lay boards with edges in moderate contact without forcing, and gap between boards no greater than 1/4 inch. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- E. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
- F. Do not apply more insulation than can be completely waterproofed in the same day.
- G. Install cover board.

### **3.06 MEMBRANE APPLICATION**

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive at manufacturer's recommended rate. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof.
- E. At intersections with vertical surfaces:
  - 1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.
  - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- F. Coordinate installation of roof penetrations and related flashings. Locate all field splices away from low areas. Lap upslope sheet over downslope sheet.
- G. Daily Seal: Install daily seal per manufacturers instructions at the end of each work day. Prevent infiltration of water at incomplete flashings, terminations, and at unfinished membrane edges.

### **3.07 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for general requirements for field quality control and inspection.

**3.08 CLEANING**

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.

**3.09 PROTECTION**

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

**END OF SECTION**

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**SECTION 07 6200  
SHEET METAL FLASHING AND TRIM**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including counterflashings and flashings of copper flashing.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 1000 - Rough Carpentry: Wood nailers for sheet metal work.
- B. Section 07 3129 - Wood Shingles and Shakes: flashings associated with shingle roofing.
- C. Section 09 9600 - High Performance Coatings - copper will receive high performance paint.

**1.03 REFERENCE STANDARDS**

- A. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).
- B. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction; 2012 (Reapproved 2019).
- C. CDA A4050 - Copper in Architecture - Handbook; current edition.
- D. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Samples: Submit two samples, 6 by 6 inches in size, illustrating material of typical copper flashing .

**1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

**PART 2 PRODUCTS****2.01 SHEET MATERIALS**

- A. Copper: ASTM B370, cold rolled 16 oz/sq ft, 24 gauge, 0.0216 inch thick; natural finish.

**2.02 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.

**2.03 ACCESSORIES**

- A. Solid Rivets: Solid copper
- B. Blind Rivets: Copper dome head with copper mandrel.
- C. Solder: ASTM B32; Sn50 (50/50) type.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- C. Solder metal corner joints for full metal surface contact, and after soldering wash metal clean with neutralizing solution and rinse with water.

**END OF SECTION**

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**SECTION 07 9200  
JOINT SEALANTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- C. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2018.

**1.03 SUBMITTALS**

- A. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
- B. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- D. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- E. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.

**1.04 QUALITY ASSURANCE**

- A. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
  - 1. Adhesion Testing: In accordance with ASTM C794.
  - 2. Compatibility Testing: In accordance with ASTM C1087.
  - 3. Allow sufficient time for testing to avoid delaying the work.
  - 4. Deliver to manufacturer sufficient samples for testing.
  - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
  - 6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.

**1.05 WARRANTY**

- A. Special Installer's Warranty: Contractor's standard letterhead form in which Installer agrees to repair or replace joint sealants and accessories that do not comply with performance and other

requirements specified in this Section within specified warranty period.

1. Correct defective work within a five year period after Date of Substantial Completion.
- B. Special Installer's Warranty: Contractor's standard letterhead form in which Installer agrees to repair or replace joint sealants and accessories that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion unless longer duration is noted for individual sealant systems.

## **PART 2 PRODUCTS**

### **2.01 JOINT SEALANT APPLICATIONS**

- A. Scope:
1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
    - a. Joints between different exposed materials.
    - b. Openings below ledge angles in masonry.
    - c. Other joints indicated.
  2. Do not seal the following types of joints.
    - a. Intentional weepholes in masonry.
    - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
    - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
    - d. Joints where installation of sealant is specified in another section.
    - e. Joints between suspended panel ceilings/grid and walls.

### **2.02 SELF-LEVELING SEALANTS**

- A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
1. Movement Capability: Plus and minus 25 percent, minimum.
  2. Color: To be selected by Architect from manufacturer's full range.
  3. Products:
    - a. Pecora Corporation, Urexpan NR-200: [www.pecora.com/#sle](http://www.pecora.com/#sle).
    - b. Sika Corporation; Sikaflex-1c SL: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
    - c. Tremco, THC-900/THC-901; [www.tremcosealants.com](http://www.tremcosealants.com).
    - d. Substitutions: See Section 01 25 00 - Substitution Procedures.
  4. Applications:
    - a. Exterior horizontal nontraffic and traffic isolation and contraction joints in cast-in-place concrete slabs.

### **2.03 ACCESSORIES**

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
1. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

**3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
  - 1. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include, but are not limited to, the following:
    - a. Concrete.
    - b. Masonry.
    - c. Unglazed surfaces of ceramic tile.
  - 2. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include, but are not limited to, the following:
    - a. Metal.
    - b. Porcelain enamel.
    - c. Glazed surfaces of ceramic tile.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

**3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Precast Architectural Concrete Panel Joints: Install two-stage sealant joints and expansion joints in accordance with PCI Architectural Precast Concrete Design Manual, Section 4.7 and as detailed on drawings.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker backing tape where backer rod cannot be used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

**END OF SECTION**

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**SECTION 09 9113  
EXTERIOR PAINTING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Paint on existing wood surfaces
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated. Shop primed items to follow this exterior paint section.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes, including High-Performance Coatings.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Non-metallic roofing and flashing.
  - 6. Stainless steel, anodized aluminum, bronze, terne coated stainless steel, zinc, and lead.
  - 7. Brick, glass unit masonry, architectural concrete, cast stone, integrally colored plaster and stucco.
  - 8. Glass.
  - 9. Concealed pipes, ducts, and conduits.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 9600 - High-Performance Coatings; finish on exterior metals.

**1.03 REFERENCE STANDARDS**

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.
- B. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Conduct a preinstallation meeting at least one week prior to the start of the work of this section; require attendance by all affected installers.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
  - 3. Final acceptance of colors will be from samples applied on the job.

- D. Maintenance Materials: Furnish the following for the Operator's use in maintenance of project.
1. See Section 01 6000 - Product Requirements, for additional provisions.
  2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
  3. Label each container with color and type in addition to the manufacturer's label.

### **1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum five years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience.

### **1.07 MOCK-UP**

- A. See Section 01 4000 - Quality Requirements, for general requirements for mock-up.
- B. Provide full size mockup of each type of assembly or substrate illustrating paint color, texture, and finish.
- C. Locate where directed by Architect.
- D. Mock-up may remain as part of the work.

### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

### **1.09 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for exterior, unless required otherwise by manufacturer's instructions.
- F. Painting may be continued during inclement weather if areas and surfaces to be finished are enclosed and heated to within temperature limits specified by paint manufacturer during application and drying periods.
- G. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Exterior Paint on Wood:
1. Add one coat of Fresh Start Exterior Wood Primer 94 to either the new or existing wood surfaces or existing paint surfaces that are tight to the existing wood - basis of design.



2. Provide two coats of topcoat using Benjamin Moore & Co: [www.benjaminmoore.com](http://www.benjaminmoore.com)., Aura, Satin - 0631 - basis of design.
  3. Substitutions: See Section 01 6000-Product Requirements.
- C. Primer Sealers: Same manufacturer as top coats unless noted otherwise.

## 2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at [www.paintinfo.com](http://www.paintinfo.com), for specified MPI categories, except as otherwise indicated.
  2. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  3. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  4. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
  5. Supply each paint material in quantity required to complete entire project's work from a single production run.
  6. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Colors: As indicated in Color Schedule.
1. Allow for same number of colors indicated in Finish Schedule, plus three additional samples, without additional cost to the Operator.

## 2.03 ACCESSORY MATERIALS

- A. Paint Remover:
1. Wood: Peel Away 1 by Dumond Chemicals or approved equivalent.
  2. Exterior Metals: Offsite Blasting with an 8.0 Moh hardness media at 60-70 pounds per square inch.
- B. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- C. Patching Material: Latex filler.
- D. Fastener Head Cover Material: Latex filler.
- E. Wood Consolidant: 2 part epoxy resin liquid.
1. Manufacturer Abatron, Inc., 141 Center Drive, Gilbert, Illinois 60136, (312) 426-2200 "Liquid Wood."
- F. Wood Adhesive Putty: 2 part epoxy resin putty filler.
1. Manufacturer. Abatron, Inc., 141 Center Drive, Gilbert, Illinois 60136, (312) 426-2200 "Wood Epox."

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.

- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- G. Exterior Wood to Receive Transparent Finish: Remove dust, grit, and foreign matter; seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior calking compound after sealer has been applied. Prime concealed surfaces.
- H. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with tinted primer.

### 3.03 RESTORATION

- A. Wood Consolidant Treatment: Remove all existing paint, grease, and dirt from remaining exterior window sills. Brush consolidant onto sill allowing penetration into the wood fibers.
- B. Wood Adhesive Putty: Before wood consolidant has completely hardened, per the manufacturer's instructions, apply the wood filler to the sill with a trowel or putty knife. Fill checks and cracks completely with the putty. Sand as required to attain a smooth finish for painting.

### 3.04 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.
- G. Sand wood surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- J. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

**3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

**3.06 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

**3.07 COLOR SCHEDULE**

- A. Custom Color to match white trim on the building.

**END OF SECTION**

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**SECTION 09 9600  
HIGH-PERFORMANCE COATINGS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. High Performance Coatings.
- B. Surface preparation.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 9113 - Exterior Painting; painting of exterior wood not scheduled for High Performance Coatings.

**1.03 REFERENCE STANDARDS**

- A. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- D. SSPC-SP 2 - Hand Tool Cleaning; 2018.
- E. SSPC-SP 3 - Power Tool Cleaning; 2018.
- F. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

**1.04 SUBMITTALS**

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified coating system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
  - 3. Color submittals will not be considered until color submittals for major materials not to be painted, such as prefinished metals, have been approved.
  - 4. Final acceptance of colors will be from samples applied on the job (see Mock-up below).

**1.05 QUALITY ASSURANCE**

- A. Maintain one copy of each referenced document that applies to application on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.

**1.06 MOCK-UP**

- A. See Section 01 4000 - Quality Requirements, for general requirements.
- B. Locate where directed.
- C. Mock-up may remain as part of the work.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

- B. Container Label: Include manufacturer's name, type of coating, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Coating Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

### 1.08 FIELD CONDITIONS

- A. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the coating product manufacturer.
- C. Do not install materials when temperature is below 55 degrees F or above 90 degrees F.
- D. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.
- F. Restrict traffic from area where coating is being applied or is curing.

### 1.09 WARRANTY

- A. See Section 01 7700 - Closeout Submittals, for additional warranty requirements.
- B. Warranty: Include coverage for bond to substrate.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Provide high performance coating products from the same manufacturer to the greatest extent possible.
  - 1. In the event that a single manufacturer cannot provide specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
  - 2. Substitution of other products by the same manufacturer is preferred over substitution of products by a different manufacturer.
  - 3. Substitution of a different high performance coating system using MPI-approved products by the same manufacturer will be considered.
- B. High-Performance Coatings:
  - 1. Carboline Company: [www.carboline.com](http://www.carboline.com).
  - 2. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 3. Pratt & Lambert Paints: [www.prattandlambert.com](http://www.prattandlambert.com).
  - 4. Precision Coatings: [www.precisioncoatingsinc.com](http://www.precisioncoatingsinc.com).
  - 5. Sika Corporation: [www.sikafloorusa.com](http://www.sikafloorusa.com).
  - 6. Sherwin-Williams Company: [www.protective.sherwin-williams.com/industries](http://www.protective.sherwin-williams.com/industries).
  - 7. **BASIS OF DESIGN:** Tnemec Company, Inc: [www.tnemec.com](http://www.tnemec.com).

### 2.02 HIGH-PERFORMANCE COATINGS - GENERAL

- A. Rust Preventive System (Basis of Design):
  - 1. [www.por15.com](http://www.por15.com), Phone number 1.800.457.6715.
  - 2. Step 1: POR-15 Cleaner Degreaser removes grease, oil, dirt, and grime in one application without leaving residues, noxious fumes, or flammable solvents.
  - 3. Step 2: POR-15 Metal Prep provides the best adhesion for POR-15 Rust Preventive Coating on any metal surfaces.
  - 4. Step 3: POR-15 Rust Preventive Coating, high-performance rust preventive coating designed for application directly on stable rust or seasoned metal surfaces. Provides permanent rust protection with a hammer-tough finish resistant to acids, alkalis, oils, and repels all fuels. Must be top coated as this is not VU stable.

5. Structural Strength Measures:
    - a. ASTM C-580 Flexural Strength - measures flexural strength and modulus of elasticity. 5,200 pounds per square inch.
    - b. ASTM C-579 Compressive Strength - measures compressive strength, the capacity of axially directed pushing forces. 12,500 pounds per square inch - Verified. Not tested to failure.
    - c. ASTM C-307 Tensile Strength - measures the tensile strength of cured chemical-resistant materials. 3,200 pounds per square inch.
  6. Abrasion Resistance:
    - a. ASTM C-501 Taber Abraser- abrasive wear by determination of the loss of weight resulting from abrasion. In two separate tests, POR-15 Rust Preventive had:
      - 1) No loss after 1,000 cycles with a 1,000 gram abramer
      - 2) Loss after 10,000 cycles with 1,000 gram abramer = 0.09 grams
  7. Substitutions: Section 01 6000-Product Requirements.
- B. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing 1 or more benzene rings).
  2. Restricted Components: Paints and coatings shall not contain any of the following:
    - a. Acrolein.
    - b. Acrylonitrile.
    - c. Antimony.
    - d. Benzene.
    - e. Butyl benzyl phthalate.
    - f. Cadmium.
    - g. Di (2-ethylhexyl) phthalate.
    - h. Di-n-butyl phthalate.
    - i. Di-n-octyl phthalate.
    - j. 1,2-dichlorobenzene.
    - k. Diethyl phthalate.
    - l. Dimethyl phthalate.
    - m. Ethylbenzene.
    - n. Formaldehyde.
    - o. Hexavalent chromium.
    - p. Isophorone.
    - q. Lead.
    - r. Mercury.
    - s. Methyl ethyl ketone.
    - t. Methyl isobutyl ketone.
    - u. Methylene chloride.
    - v. Naphthalene.
    - w. Toluene (methylbenzene).
    - x. 1,1,1-trichloroethane.
    - y. Vinyl chloride.
- C. Colors: as indicated in color schedule or if not indicated, as selected by Architect from manufacturer's full range.

### 2.03 TYPICAL PAINT COATINGS

- A. Non Ferrous Metals - Exterior Structure (see drawings) : **HPC-1**

1. Surface Prep: Power Wash at a minimum of 3,500 psi. Use hand tools to remove loose paint and feather edges for recoating. Clean new copper areas with a cleaning/phosphatizing product to remove oxidation and allow for better primer adhesion.
  2. Full Prime Coat: N69 Hi-Build Epoxoline DFT at 3-5 mils DFT
  3. Intermediate Coat: Tnemec Series 73 Aliphatic Acrylic Polyurethane 2-5 mil DFT
  4. Full Finish Coat: Tnemec Series 1070 at 2.5-3.5 mils DFT
  5. Color: Tnemec White 00WH
- B. Existing Ferrous Metals - Exterior Structure (see drawings): **HPC-2**
1. Surface Prep: SSPC-SP 6 (Commercial Blast Cleaning) or SSPC-SP 3 (Power Tool Cleaning as environment allows). Do NOT use blast cleaning in areas where it could damage existing materials beyond.
  2. Full Prime Coat: Tnemec Series 1071 Fluoronar at 2-6 mils DFT
  3. Full Finish Coat: Tnemec Series 1071 Fluoronar at 2-6 mils DFT
  4. Color: to match existing metal on the building.

#### 2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of coated surfaces.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Do not begin application of coatings until substrates have been properly prepared.
- C. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- D. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- E. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- F. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- G. Proceed with coating application only after unacceptable conditions have been corrected.
  1. Commencing coating application constitutes Contractor's acceptance of substrates and conditions.

#### 3.02 PREPARATION

- A. Clean surfaces of loose foreign matter.
- B. Remove substances that would bleed through finished coatings. If unremovable, seal surface with shellac.
- C. Remove finish hardware, fixture covers, and accessories and store.
- D. Remove items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
- E. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulates.
- F. Existing Painted and Sealed Surfaces:
  1. Remove loose, flaking, and peeling paint. Feather edge and sand smooth edges of chipped paint.
  2. Clean with mixture of trisodium phosphate and water to remove surface grease and foreign matter.



- G. Galvanized Surfaces:
  - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
  - 2. Prepare surface according to SSPC-SP 2.
- H. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.

### **3.03 COATING APPLICATION**

- A. Apply coatings in accordance with manufacturer's written instructions, to thicknesses specified and recommendations in "MPI Architectural Painting and Specification Manual".
- B. Use applicators and techniques suited for coating and substrate indicated.
- C. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.
- D. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
- E. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- F. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- G. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- H. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

### **3.04 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

**END OF SECTION**

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**SECTION 32 9223  
SODDING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation (seeding is not an option).

**1.02 DEFINITIONS**

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

**1.03 REFERENCE STANDARDS**

- A. TPI (SPEC) - Guideline Specifications to Turfgrass Sodding; 2006.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Certificate: Certify grass species and location of sod source.

**1.05 QUALITY ASSURANCE**

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience, and certified by the State of Iowa.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver sod on pallets. Protect exposed roots from dehydration.
- B. Do not deliver more sod than can be laid within 24 hours.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. Sod: TPI (SPEC), Certified Turfgrass Sod quality; cultivated grass sod; type indicated in plant schedule on Drawings; with strong fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per 1000 sq ft. Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.
- B. Kentucky Bluegrass with a uniform color, leaf texture, density, and varieties consisting of a minimum of (3) three cultivars selected from the following list and grown in Iowa:
  - 1. Permitted Kentucky Bluegrass Cultivars
    - a. Ram I
    - b. Liberty
    - c. Midnight
    - d. Meret
    - e. Nublue
    - f. Nustar
    - g. Apex
    - h. Eclipse
    - i. Glade
    - j. America
    - k. Rugby II
    - l. NuGlade

- m. Quantrum
  - n. Dragon
  - o. Dellwood
  - p. Blue Chip
  - q. Absolute
  - r. Award
  - s. Blue Moon
- C. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.
- D. Topsoil: Excavated from site and free of weeds.
- E. Fertilizer: As recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
- F. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that prepared soil base is ready to receive the work of this section.

#### **3.02 PREPARATION**

- A. Prepare subgrade that has been disturbed by construction activity, place topsoil and till soils.

#### **3.03 FERTILIZING**

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

#### **3.04 LAYING SOD**

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod immediately after delivery to site to prevent deterioration.
- C. Lay sod smooth and tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Where new sod adjoins existing grass areas, align top surfaces.
- E. Where sod is placed adjacent to hard surfaces, such as curbs, pavements, etc., place top elevation of sod 1/2 inch below top of hard surface.
- F. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- G. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

#### **3.05 MAINTENANCE**

- A. Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition.
- B. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- C. Neatly trim edges and hand clip where necessary.
- D. Immediately remove clippings after mowing and trimming.

- E. Water to prevent grass and soil from drying out, until the roots are knitted in ground and well established.
- F. Roll surface to remove irregularities.
- G. Immediately replace sod to areas that show deterioration or bare spots.
- H. Protect sodded areas with warning signs during maintenance period.

**END OF SECTION**

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