



Project Manual for:

**Grimes Building
Restroom Ceiling Replacement**
Des Moines, Iowa

DAS Project No: 8953.01
Architect Project No: 217038
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DOCUMENT 00 01 10

TABLE OF CONTENTS

INTRODUCTORY INFORMATION

00 01 10	TABLE OF CONTENTS.....	1
00 01 15	LIST OF DRAWING SHEETS.....	1

DIVISION 00 - PROCUREMENT REQUIREMENTS

00 01 20	PUBLIC NOTICE	1
00 11 13	INVITATION TO BID	1
00 21 13	INSTRUCTIONS TO BIDDERS.....	12
00 23 15	SPECIAL INSTRUCTIONS TO BIDDERS	1
00 25 13	PRE-BID CONFERENCE	1
00 41 16	BID FORM.....	3
00 43 13	SUPPLEMENTS TO BID FORM	1
00 43 15	NONDISCRIMINATION FORM	2
00 43 16	TARGETED SMALL BUSINESS FORM	1
00 43 17	BIDDER STATUS FORM	2
00 52 13	AGREEMENT FORMS	47
00 61 13	BONDS AND CERTIFICATES	1
00 73 02	GENERAL WORK REQUIREMENTS	6
00 73 03	SPECIAL WORK REQUIREMENTS	5
00 74 01	BID PACKAGE #1 – CEILING REPLACEMENT	2

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00	SUMMARY.....	1
01 30 00	ADMINISTRATIVE REQUIREMENTS	2
01 33 00	SUBMITTAL PROCEDURES.....	3
01 50 00	TEMPORARY FACILITIES AND CONTROLS.....	2
01 70 00	EXECUTION REQUIREMENTS	2

DIVISION 02 – EXISTING CONDITIONS

02 41 00	DEMOLITION.....	2
----------	-----------------	---

DIVISION 09 – FINISHES

09 51 00	ACOUSTICAL CEILINGS	2
----------	---------------------------	---

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING

23 37 00	AIR OUTLETS AND INLETS	2
----------	------------------------------	---

SECTION 00 01 15

LIST OF DRAWING SHEETS

ARCHITECTURAL

G0.0 COVER SHEET

AD1.1 REFLECTED CEILING DEMOLITION PLANS

A1.1 REFLECTED CEILING PLANS

END OF SECTION

PUBLIC NOTICE

Grimes Building Restroom Ceiling Replacement, Des Moines, Iowa
IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES
Request for Bids, RFQ #0917335042

The project consists of Replacement of the Ceiling Systems in the Restrooms including new grilles/diffusers at the Grimes Building in Des Moines, Iowa

Bid Package #1 – Ceiling Replacement

Base Bid

1. Replacement of the Ceilings in the Grimes Building's Restrooms per the Contract Documents.

Alternates

1. N/A

Target dates: Project Awarded August 2017, Substantial Completion of Base Bid October 2017.

Sealed bids will be received on or before 2:00 PM (Central Time) Thursday, July 27th, 2017 at the Iowa Department of Administrative Services, GSE-Procurement Services, Hoover State Office Building, Level 3, 1305 E Walnut Street, Des Moines, Iowa 50319-0105. Late bids or faxed bids and bids printed off the DAS internet site will not be considered and shall be returned to the bidder unopened.

Bids less than \$135,000.00 may be e-mailed to steve.oberbroeckling@iowa.gov. Along with all required bid documents. Scanned and e-mailed bids must be legible. Scanned images of checks for bid security will not be accepted for e-mailed bids. For e-mailed bids, the bidder must include a scanned image of a bid bond prepared by a bonding company licensed to transact business in the State of Iowa. Bids over \$135,000.00 will be considered formal bids and must be delivered in hard copy to the purchasing officer listed above before the bid deadline.

A Site Tour/ Pre-Bid Conference will be held Tuesday, July 17th at 2:00 PM. Please meet at DAS' Office located at 109 SE 13th Street, Des Moines, Iowa 50319.

Bid security (5% of the bid amount) is required, in the form of a bid bond (preferred) or certified/cashiers check payable to the IA Dept of Administrative Services.

Plans, Specifications, and Bid Forms for the project will be available by July 12th, 2017 at Rapids Reproduction, Inc. at 1980 N.W. 94th St., Clive, Iowa 50325, Ph 515-251-3222. Alternatively, Bid Documents can be viewed online at <http://www.rapidsrepro.com/>. Project Documents will be loaned to qualified bidders upon receipt of either a Master Builders of Iowa non-cash deposit card, or a check for fifty dollars (\$50.00) per set. Deposit checks will be refunded if documents are returned to Rapids Reproduction, Inc. within fourteen (14) days after the bid due date. Checks are to be made out to Rapids Reproductions.

For further information, contact:
Steve Oberbroeckling, Purchasing Agent III
Iowa Department of Administrative Services
GSE- Procurement Services
Hoover Building – 3rd Floor
PH (515) 725-2090
e-mail: steve.oberbroeckling@iowa.gov

SECTION 00 1113 – INVITATION TO BID

NOTICE IS HEREBY GIVEN: That sealed bids will be received at the Iowa Department of Administrative Services, GSE-Procurement Services, Hoover State Office Building, Level 3, 1305 E Walnut Street, Des Moines, Iowa 50319-0105, until 2:00 p.m. CST on the 27th day July, 2017. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud at the above noted time. All bidders are welcome to attend.

The bid is for a single Prime Contractor packages to complete the following: Replacement of the Ceilings in the Grimes Building's Restrooms per the Contract Documents.

Bid Packages:

Bid Package #1 – Ceiling Replacement

Plans and Specifications governing the construction of the proposed work have been prepared by RDG Planning & Design of Des Moines, IA. Bidding Documents will be available by July 10th, 2017 at Rapids Reproduction, Inc. at 1980 N.W. 94th St., Clive, Iowa 50325, Ph 515-251-3222. Alternatively, Bid Documents can be viewed online at <http://www.rapidsrepro.com/>. Project Documents will be loaned to qualified bidders upon receipt of either a Master Builders of Iowa non-cash deposit card, or a check for fifty dollars (\$50.00) per set. Deposit checks will be refunded if documents are returned to Rapids Reproduction, Inc. within fourteen (14) days after the bid due date. Checks are to be made out to Rapids Reproductions. Bid security in the amount of 5% of the total bid must accompany each Bid in accordance with the Instruction to Bidders. The successful bidder shall be required to furnish a Performance Bond and a Payment Bond, each in an amount equal to the Bid, guaranteeing faithful performance of the Contract. No bidder may withdraw its bid for a period of thirty [30] business days after the date and hour set for opening of bids.

The award of the contract may be made by the State Design & Construction Resources Bureau to any responsive, responsible bidder or bidders offering suitable supplies, equipment and/or service at the lowest price taking into consideration the quality of material or service in the best interest of the State of Iowa Design & Construction Resources Bureau. The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract as shall be deemed in the best interest of the State of Iowa Design & Construction Resources Bureau.

END OF SECTION 00 1113

SECTION 00 2113 – INSTRUCTIONS TO BIDDERS

1. GENERAL

- A. PROJECT DESCRIPTION:
The project consists of Replacement of the Ceiling Systems in the Restrooms including new grilles/diffusers at the Grimes Building in Des Moines, Iowa
- B. OWNER:
State of Iowa
Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319
- C. STATE AGENCY REPRESENTATIVES CONTACT:
Owner Representative
Josh Herman
State Design & Construction Resources Bureau
109 SE 13th Street
Des Moines, IA 50319
Phone: 515-725-0454
email: josh.herman@iowa.gov
- D. CONSTRUCTION MANAGER CONTACT:
DCI Group
Rob Greiner
Project Engineer
1925 High Street
Des Moines, IA 50309
Phone: 515-975-8348
email: robg@dcigroupia.com
- E. DESIGNER CONTACT
Design Alliance
Leona Sears
14225 University Avenue
Waukee, IA 50263
Phone: 515-225-3469
email: lsears@designallianceinc.com

2. PROPOSAL FORM AND SUBMISSION

- A. A properly prepared and submitted bid document is the bidder's responsibility. Bids are to be made in accordance with these Instructions to Bidders and items included on the Bid Form. Failure to comply may be cause for rejection.
- B. The Bid is to consist of the "Bid Form" (required) or exact copy of the form, together with the other documents specified below to be submitted with the Bid, in which copies are included with these Bidding Documents.

The total bid package submitted is to include the following documents (properly completed) and submitted in properly labeled envelopes:

A **SEALED BID** envelope (a regular envelope furnished by the Bidder) identified with the name and address of the company submitting the bid, the

project name, sealed bid number, due date and time for bids' receipt, and clearly labeled **SEALED BID** containing:

- Bid Form (blank form included in Project Manual) is required
- Non-discrimination Clause form (blank form included in Project Manual)
- Targeted Small Business Pre-Bid Contact form (blank form included in Project Manual).
- Bid Security (documentation provided by Bidder) is required

Bids less than \$135,000.00 may be e-mailed to steve.oberbroeckling@iowa.gov. Along with all required bid documents. Scanned and e-mailed bids must be legible. Scanned images of checks for bid security will not be accepted for e-mailed bids. For e-mailed bids, the bidder must include a scanned image of a bid bond prepared by a bonding company licensed to transact business in the State of Iowa. Bids over \$135,000.00 will be considered formal bids and must be delivered in hard copy to the purchasing officer listed above before the bid deadline.

- C. All blank spaces on each document are to be completed, in ink or typewritten, unless the blank has otherwise been noted by Owner as "Not Applicable to this Project." Erasures or corrections shall be initialed by the person signing the bid. Where requested, amounts shall be stated in both words and figures. If words and figures do not agree, the amount written in words shall be considered correct.
- D. Include the amount for performing all work described in the drawings and specifications for Base Bid and for each Alternate Bid requested.
- E. Acknowledge receipt of all Addenda issued, where so indicated on the Bid Form.
- F. The Bid Form and other required documents are to be signed, where so indicated, by an officer of the company having authority to bind the company in a contract. The name of the person signing the bid and his/her title shall be typed or printed below the signature.
- G. Commencement of the work of the contract shall begin with the Contractor's receipt of a fully executed contract (signed by both parties).
- H. 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.
- I. The company's Federal I.D. Number and the Iowa Contractors Registration Number shall be included in the Bid Form.
- J. Unless indicating 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. All requested Alternate Bids are to be bid. Failure to do so may result in disqualification of your bid. 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.
- K. 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 Bidding Documents 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 Bidding Documents' original scope of work for the respective Base Bid or Alternate Bid.

- L. A Completed State of Iowa Nondiscrimination Clause form and Subcontractor Targeted Small Business Enterprise Pre-Bid Contact Information form, included in these Bidding Documents, are to accompany the Bid. 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.
 - M. The completed Bid Form, and above referenced documents, to be placed in the Sealed Bid envelope included with these Bidding Documents. 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 enclosed in the Sealed Bid envelope containing the Bid Form, Bid Security and other documents.
3. 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 48 hours of the determination of the apparent low bidder and receipt of the "Notification of Intent to Award a Contract" for the project's construction. 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 project manager for the Department of Administrative Services must be informed when any Subcontractor is added to the project. Following receipt of the information, the project manager for the Department of Administrative Services will arrange to have an authorization letter and certificate 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.
4. 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 on the Bid Form for alternates as

shown on the Drawings and specified in the Project Manual, and identify in the correct location on the Bid Form.

5. DRAWINGS

All drawing sheets bearing the project name: Grimes Building Restroom Ceiling Remodel

6. PROJECT MANUAL

All project manual sheets bearing the project name: Grimes Building Restroom Ceiling Remodel

7. BID SECURITY

A. Each Bid shall be accompanied by Bid Security.

The Bid Security shall be in the form of a Certified check, Cashier's check or a Bid Bond 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, and may be submitted on CONSENSUSDOCS 262, "Bid Bond." 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. 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 and Payment Bond and the Insurance Certificates as evidence of the required Insurance within ten days of execution of the Contract for construction of this Project, but not later than the start of construction in any event. 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.

8. DUE DATE AND TIME FOR RECEIPT OF BIDS

A. Properly completed Bids shall be received at the place, and not later than the time, specified below for receipt of Bids, or any extension thereof made by Addendum issued subsequent to issuing the Bidding Documents. Oral or telephonic Bids are invalid, and will not receive consideration. The Bidder shall assume full responsibility for the timely delivery and receipt of the Bid by the Procurement Division of the Department of Administrative Services at the location herein specified. Late bids will not be accepted, and will be returned unopened to the Bidder.

Sealed Bids will be received at the time and location as follows:

On or before 2:00 p.m. Central Time, July 27th, 2017
State of Iowa, Department of Administrative Services
Procurement Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, Iowa 50319-0105
Attention: Steve Oberbroeckling, Purchasing Agent III

9. 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 stated as a part of the Contractor's proposal.

10. SITE VISIT

- A. Bidders are urged and expected to inspect the site where the work will be performed. Please contact the Construction Manager listed within these documents to arrange a site visit.

10. PRE-BID CONFERENCE

- A. Site Tour/Pre-Bid Conference will be held July 17th at 2:00 PM. Please meet at DAS' Office located at 109 SE 13th Street, Des Moines, Iowa 50319.

12. QUESTIONS

- A. Questions should be submitted, in writing, no later than July 21st, 2017 by 2:00 PM CST, to Steve Oberbroeckling with Iowa Department of Administrative Services as previously indicated in these Instructions to Bidders.

13. 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 Sealed Bid Number specified in the Bidding Documents, and shall be made in writing (email preferred). Questions shall be submitted to Randall Stapp with Iowa Department of Administrative Services as previously indicated in these Instructions to Bidders. To be given consideration, requests shall be received by July 21st, at 2:00 PM CST. 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 on the Bidder's proposal, in the location so indicated on the Bid Form. All Addenda issued shall become part of the Contract Documents.

14. SUBSTITUTIONS

- A. Where the Bidding Documents stipulate a specific product be provided by naming one or more manufacturer and model, and include a statement such as "or equal", "equal to", "equivalent to", or "basis of design", a substitute product will be considered when written request is received by July 21st, 2017 at 2:00 PM CST. 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.

Note: Subsequently, substitutions 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). Use Document Section 00 4325 – Substitution Request Form for proposal of substitutions to be considered as a Change Order to the Contract.

- B. 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.
- C. 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 affect 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.
- D. 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.

15. 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, which 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.

16. 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.

17. 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 formal sealed bid must be made in writing and delivered to the previously designated Purchasing Agent for the Department of Administrative Services in a sealed envelope, properly identifying the bid that is to be modified. 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 Base Bid shall be valid for not less than thirty (30) 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.

17. BID CLOSING

- A. Bids received prior to the time of opening will be securely kept, unopened. The Purchasing Agent for the Department of Administrative Services designated to receive Bids will determine when the specified time has arrived. No bid received thereafter will be considered.

18. BASIS OF BIDS

- A. The Bidder shall include all additional documents or appendices that are requested to be submitted concurrent with the Bid Form; 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.**
A bidder, prior to an award or who is awarded a state construction contract, shall disclose all of the following, as applicable:
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; 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.
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:
- Be registered in the State of Iowa and have an Iowa Contractor's Registration number, and
 - Be acceptable to the Owner.

19. 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.

20. 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).

21. 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.**
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 Form, 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.

22. QUALIFICATIONS

- A. The Owner may make such investigations as he or she deems necessary to determine the ability of the Bidder to perform the required work, and the Bidder shall furnish to the Owner all such information and data for this purpose, including completion of a "Contractor's Qualification Statement", as the Owner may request. The Owner reserves the right to reject any 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.
- B. 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.
- C. 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.

- D. 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.

23. INSURANCE

Insurance Requirements – Reference Consensus Docs. Samples Contract which is included in the package.

24. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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). Copies of these CONSENSUSDOCS for the Contract for the IVH-Guard House, are available for examination at the State of Iowa, Department of Administrative Services – Purchasing, if not bound in this Project Manual.

25. EXECUTION OF CONTRACT

- A. Contract documents shall mean and include the following:
- Contract: CONSENSUS DOCS 802
 - Performance and Payment Bonds.
 - Project Manual.
 - Drawings
 - Numbered Addenda issued after initial publication of Bid Documents.
 - Numbered Modifications (Change Orders and Supplemental Instructions or Instructions to Contractor) issued after Contract is signed.

26. 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.

27. CONDITIONS OF THE WORK

- A. Each bidder must fully inform his/her-self 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 Conference, 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 his/her self, 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.

28. 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. You are permitted access only to the work site and no other area of the institution.
- C. No drugs, alcohol, or firearms are allowed on the work site.
- D. Personal vehicles are to be parked and locked in designated or authorized area of the work.
- E. Never leave keys in any vehicle. If a security officer finds keys in a vehicle, they are under orders to turn them in to a security supervisor.
- F. Do not leave money, drugs, alcohol, or firearms in your personal vehicle.
- G. Secure all tools at the end of each day. If security officers find loose tools, they are under orders to turn them in to their supervisor.
- H. All delivery vehicles must go directly to the job site. Extra time should be anticipated for all deliveries. Provide 24-hour notice to the facility of deliveries.
- I. During an emergency, follow the instructions of the security staff.
- J. New employees will be required to attend DCI Groups on-site orientation.

29. SUBCONTRACTS

- A. The 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 00 2113

SECTION 00 2315 – SPECIAL INSTRUCTION TO BIDDERS

Special Instruction to bidders, as herein stated, are hereby incorporated in this specification. The Special Instructions shall apply to all Bidders and Sub-bidders.

Article 1: EQUAL EMPLOYMENT OPPORTUNITY

1. Add the following:
“1.01 Bidder agrees that if awarded contract to supply any part of the above material, bidder will not engage in any discriminatory employment practices based on race, color, religion, or national origin and that they will in all contracts comply with all statutes of the State of Iowa against discrimination. Failure to do so could be deemed a material breach of contract.”

END OF SECTION 00 2315

SECTION 00 2513 – PRE-BID CONFERENCE

Prior to submission of Bids, a pre-bid conference will be held for all Bidders considering a bid on the A1 – Grimes Restroom Ceiling Remodel Project to review the general requirements and answer questions regarding the project. The conference will be held at DAS' office located at 109 SE 13th Street, Des Moines, IA 50319 with a site tour after on July 17th at 2:00 PM. All potential bidders are encouraged to attend.

END OF SECTION 00 2513

SECTION 00 4110 - BID FORMS

Bids for construction contracts must be submitted on an original copy of the attached bid form.
Only bids on these forms will be accepted.

PLEASE NOTE: BIDS MUST BE SUBMITTED ON THE CORRECT PACKAGE:

BID PACKAGE #01 – CEILING REPLACEMENT

BID PACKAGE #01 – CEILING REPLACEMENT

TO: State of Iowa - Department of Administrative Services [herein called "Owner"]

FROM: _____ (Contractor's
Name)

DATE: _____

In compliance with the Invitation to Bid and the proposed Contract Documents relating to the:

**A1 – GRIMES BUILDING RESTROOM CEILING REMODEL
DAS PROJECT NO. 8953.01
RFQ# 0917335042**

1. The undersigned Bidder, in response to your Invitation to Bid for construction of the above project, having examined the Drawings, Specifications and other Bidding Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the proposed Contract Documents, within the time set forth therein, and at the prices stated below. These 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:
Numbers _____.

For complete Construction as described in the Bidding Documents:

BASE BID – COMPLETE WORK: Bidder agrees to perform all work shown or specified in the bidding documents, exclusive of Alternate Bids, but including Allowances as outlined in Division 1 Section "Allowances," for the Sum of:

_____ Dollars (\$
)

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

2. The undersigned Bidder states that full compliance with the proposed Contract Documents is maintained in this bid.
3. Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the public opening and reading of the bids.
4. Bidder understands that the Owner reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
5. Accompanying this bid is the Bid Security required by the Bidding Documents, the same being subject to forfeiture, in the event of default by the undersigned, in accordance with terms of the Bidding Documents.
6. Notice of acceptance, or request for additional information, may be addressed to the undersigned Bidder at the address set forth below.

7. The Bidder agrees to complete the work within the schedule of completion stated in the Bidding Documents. It is paramount that the successful, responsible contractor, adhere to the project schedule to achieve the following Substantial Completion dates:
- a. Project Substantial Completion Date: 10/27/2017

Failure to do so may require the State to incur additional costs in order to accommodate scheduled events at the Grime Building. If additional costs are incurred to accommodate such events, the contractor would be assessed these actual charges. The Architect will determine Substantial Completion.

The contractor will not be charged with actual damages when the delay in Substantial Completion is beyond the control and without fault or negligence of the contractor. Written documentation indicating the reason for extension of the Substantial Completion date must be provided by the contractor, within 10 days of such an event, and approved by the Owner and Owner's Architect and Construction Manager.

SIGN HERE:

Signature of Bidder

Title

Note: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

BUSINESS ADDRESS: _____

IOWA REGISTRATION NO.: _____

TELEPHONE NO: _____

EMAIL ADDRESS: _____

SECTION 00 4313 SUPPLEMENTS TO BID FORMS

In accordance with the Instructions to Bidders, submit the following forms:

1. Bid Security: A Certified Check or Cashiers Check drawn on a state-chartered or federally-chartered bank or a Certified Share Draft drawn on a state-chartered or federally-chartered credit union, or a surety bond written on an original AIA Document A310, Bid Bond, Current Edition. The Bid Security shall be in an amount equal to five percent (5%) of the total bid amount (including all Alternates).
2. Non-Discrimination Form: Complete and return with bid
3. Targeted Small Business Enterprise [TSB] Pre-Bid Contact Information Form: Complete and return with bid.
4. Bidder Status Form: Complete and return with bid.

INSTRUCTION TO BIDDERS

NONDISCRIMINATION CLAUSE

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

1. The contractor, subcontractor, vendor and suppliers 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, disabilities, political opinions, or affiliations or an applicant or employee based upon the nature of the job description. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action Program to ensure 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:
 - a. Employment
 - b. Upgrading
 - c. Demotion or transfer
 - d. Recruitment and advertising
 - e. Layoff or termination
 - f. Rates of pay or other forms of compensation
 - g. Selection for training, including apprenticeship
2. 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.
3. The contractor, subcontractor, vendor and supplier or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractors' commitments under this section.
4. 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 Provision.
5. 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 well as the contractor himself and said contractor, subcontractor, vendor and supplier will permit access to his 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 and regulations of the State's Affirmative Action Program.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations and orders; the 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.

7. 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.
8. We, the undersigned, 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.

Signature of appropriate official

Date

Title

Return this page with your Bid Form

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

CONTRACTOR	BID NO.	PAGE #
-------------------	----------------	---------------

(to be completed by all bidders)

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 Administrative 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 subcontracted 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 AMT. 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
Return this page with your Bid Form

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- | | |
|--|---|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is currently registered as a contractor with the Iowa Division of Labor. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled. |

309-6001 (09-15)

SECTION 00 5213 AGREEMENT FORMS

Form of Agreement will be CONSENSUSDOCS 802 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR (Where the Construction Manager is the Owner's Agent). A draft copy of this agreement has been incorporated in the specification section for reference. It shall be the Agreement for the Work.

DRAFT



ConsensusDocs™
BUILDING A BETTER WAY

ConsensusDocs™ 802
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR
(Where the Construction Manager Is the Owner's Agent)

GENERAL INSTRUCTIONS. These instructions are solely for the information and convenience of ConsensusDocs™ users, and are not a part of the document. This standard form has been designed to establish the relationship of the parties in the standard situation. Every project is unique, modifications will be required. Text may be edited, excluded or added (except for the locked footer). Gray boxes are inserted throughout the document where information is necessary to prepare a complete document. Click on these gray boxes and type in your project information. Edits will be inserted using Track Changes. Editable text is shaded in yellow. The yellow shading of editable text is provided only as a guide and is not a necessary part of the document editing process. To turn off the shading in Word 2010 and 2007, go to the "Review" tab, in the Protect section, select "Restrict Editing" and uncheck "Highlight the regions I can edit". In Word 2003 you will find this option under the Tools tab, Options, Security tab, Protect Document button.

EMBEDDED INSTRUCTIONS are provided to help you complete the document. Follow these links to display or hide instructions in Word 2010: File, Options, Display, Hidden Text check box. In Word 2007: Office button, Word Options button, Display Hidden Text check box. In Word 2003: Tools, Options, View, Formatting Marks, Hidden Text check box. Follow these links to print with instructions in Word 2010: File, Options, Display, Printing Options, "print with hidden text" check box. In Word 2007: Office button, Word Options button, Printing Options section, Print Hidden Text check box. In Word 2003: Tools, Options, Print tab, Include with Document, Hidden Text check box. Or select the "¶" button under the "Home" tab to show all formatting marks.

Red Boxes: Instructions for fields that are typically required to be filled in for a complete contract document.

Blue Boxes: Instructions for fields that may or may not be required for a complete contract document.

Green Boxes: Refer to provisions that have general instructions or ConsensusDocs Coalition Guidebook Comments. The complimentary Guidebook is available at www.ConsensusDocs.org/guidebook.

THIS DOCUMENT HAS IMPORTANT LEGAL AND INSURANCE CONSEQUENCES, AND IT IS NOT INTENDED AS A SUBSTITUTE FOR COMPETENT PROFESSIONAL SERVICES AND ADVICE. CONSULTATION WITH AN ATTORNEY AND AN INSURANCE ADVISER IS STRONGLY ENCOURAGED. FEDERAL, STATE AND LOCAL LAWS MAY VARY WITH RESPECT TO THE APPLICABILITY AND/OR ENFORCEABILITY OF SPECIFIC PROVISIONS IN THIS DOCUMENT. CONSENSUSDOCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OF THIS DOCUMENT, AND CONSENSUSDOCS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE. For additional information, please contact ConsensusDocs LLC, 2300 Wilson Blvd, Suite 400, Arlington, VA 22201, 866-925-DOCS (3627), www.ConsensusDocs.org.

ConsensusDocs™ 802 – Standard Form of Agreement Between Owner and Trade Contractor (CM is Owner's Agent) - © 2007, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Consultation with legal and insurance counsel and careful review of the entire documents are strongly encouraged. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.



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



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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 [] day of [] in the year [], by and between the

OWNER

(Name and Address)

Iowa Department of Administrative Services ("DAS"). DAS's principal office is located: Hoover Building, 3rd Floor, 1305 E Walnut, Des Moines, IA 50319. []

and the

TRADE CONTRACTOR

(Name and Address)

[]

for work in connection with the following

PROJECT

(Description of Project)

[]

The CONSTRUCTION MANAGER is

(Name and Address)

[]

The DESIGN PROFESSIONAL for the Project is

(Name and Address)

[]

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: [REDACTED]. 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 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 [REDACTED]. 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 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 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)

X final marked up as-built drawings (two paper copies and one complete PDF copy of documents, including plans, specifications, operation and maintenance manuals)

☐ 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 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.

3.16.4

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 non-compliance, 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 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
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
4.1.3.5

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 .

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

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 [] ([]) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Trade Contractor shall achieve Final Completion within [] ([]) 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/X 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 [] Dollars (\$[]) 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/X 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 [] Dollars (\$[]) 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: _____ dollars (\$_____). 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.

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 manager'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 %for Overhead and % 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 [] Dollars (\$[]) 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

10.3.2

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 be 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

X 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.

11.3.4 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:

11.4.3.1 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:



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

BY: _____

PRINT NAME: [] PRINT TITLE: []

ATTEST: _____

TRADE CONTRACTOR: []

BY: _____

PRINT NAME: [] PRINT TITLE: []

ATTEST: _____

END OF DOCUMENT. |



DRAFT



SECTION 00 6113 BONDS AND CERTIFICATES

PERFORMANCE BOND AND PAYMENT BOND shall be submitted in an amount equal to 100% of the Contract Sum to fulfill the requirements of the Bidding Documents. All submittals shall be on the original forms with original signatures. Should the successful bidder fail or neglect to furnish a satisfactory performance/payment bonds, refuse to enter into a Contract on the basis of the bid, or fail to meet the requirements of the specifications regulating the award, the bidder's security may be retained as liquated damages.

END OF SECTION 00 6113

SECTION 00 7302 GENERAL WORK REQUIREMENTS

A1 – GRIMES BUILDING RESTROOM CEILING REMODEL

1. **Bidding:**
 - 1.1 Trade Contractor shall include all applicable fees, permits, freight, hoisting, scaffolding, clean up, supervision, overhead, etc. to perform his work.
 - 1.2 The owner will provide the general building permit only. All other permits required for completion of contractor's scope of work or by any governing body are the responsibility of said contractor.
 - 1.3 All questions concerning the bid requirements should be addressed to the DAS Procurement Officer in writing and will be clarified by Addendum.
 - 1.4 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.
 - 1.5 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.
 - 1.6 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.
 - 1.7 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. Contractor shall review Instructions to Bidders for coordination of site visits.
 - 1.8 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.
 - 1.9 Construction Manager (DCI Group) has been engaged for this Project to serve as an advisor to the Owner and to provide assistance in administering the Contract for Construction between Owner and the Contractor. The Construction Manager will not be providing any self-performed work for this Project.
 - 1.10 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 Group Superintendent, or DCI Group's designated personnel.
 - 1.11 All Contractors are responsible for on the job supervision, by one of their supervisors, for their self-performed work and work performed by their

subcontractors. 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.

- 1.12 The jobsite is on public property and smoking or smokeless tobacco **WILL NOT** be allowed.
- 1.13 All food and drinks shall be confined to CM designated areas and a maintained covered trash container shall be provided by the contractor. No shelled sunflower seeds are allowed inside the enclosed facility. 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.
- 1.14 Tools, materials, and equipment storage and security is the responsibility of each Contractor.
- 1.15 All work shall comply with the applicable codes and standards adopted by the Authority having Jurisdiction.
- 1.16 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.
- 1.17 All contractors must have the appropriate licenses to perform work in the jurisdictions.
- 1.18 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 their 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.
- 1.19 The Contractor shall have personnel attending regular project meetings. These meetings will be held at intervals established by the Construction Manager. Contractor must have a 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 contractor's behalf providing valuable information to the meeting; specifically, things such as schedule, cost, production, manpower, and etc.
- 1.20 Contractor will be required to attend all pre-installation conferences before commencement of related work.
- 1.21 Contractor will be required to attend a meeting prior to start of demolition activities to determine Owner salvage items and means for turnover as identified in the construction documents.
- 1.22 Trade Contractor shall complete a daily log for each work day on site and be submitted to the construction manager before noon of the following business day. Content of daily log will be directed by the construction manager.
- 1.23 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&Ms and as-built drawings. See Project Manual for additional closeout requirements.

2. **Safety:**

- 2.1 The contractor shall comply with all local and federal, safety and health

requirements. Each prime contractor shall provide a qualified competent person for ensuring that a Site Specific Safety Plan is established and has been provided to the construction manager prior to any work being performed. While work is being performed under their bid package the prime contractor's competent person shall be on site at all times and be responsible to ensure all OSHA standards are being followed by their employees as well as their Subcontractor's employees. The construction manager reserves the right to stop work and remove individuals from the project if inherent safety violations are observed. Stopped work and removal of safety violators will **NOT** be grounds for schedule extensions to the contract.

- 2.2 Contractor will provide a safety plan customized for the project to DCI Group. The Site Specific Safety Plan shall be submitted in EADOC through the typical submittal process for review by the construction manager.
 - 2.3 It is the contractor's responsibility to notify other contractors on the jobsite of any hazardous materials to which their employees may be exposed.
 - 2.4 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.
 - 2.5 Contractors performing hot work are to have a fire extinguisher within 20' of the work area(s) at all times as applicable.
 - 2.6 All Contractors are responsible for their own fall protection.
 - 2.7 Contractors are required to provide emergency phone numbers upon the request of the construction manager. Emergency phone numbers are numbers where the contractor can be reached during off hours.
 - 2.8 This contractor shall provide, install, and maintain all temporary fall protection barriers for hazards created by this bid package. 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.
 - 2.9 No fire exit can be blocked at any time.
 - 2.10 Contractor shall provide to the construction manager a copy of their weekly employee safety talks.
 - 2.11 Contractor shall participate in a daily safety observation documentation program. The template for the site safety observation form to be completed by each contractor and used in the construction team safety discussions will be distributed by DCI Group.
 - 2.12 Hardhats and safety glasses shall be worn at all times during construction.
3. **Site Management:**
- 3.1 Prior to the commencement of work, it will be the responsibility of this contractor, in cooperation with the construction manager, to fully inspect and provide to the construction manager a record of damaged conditions to existing grounds, structures, services, and devices that are to remain or be relocated. Documentation shall consist of photos with location and description. Any damage discovered after construction and not previously identified will be replaced and/or repaired by this contractor at this contractor's expense.
 - 3.2 It will be the responsibility of this Contractor to bring all areas affected by work in this bid package back to existing conditions. This includes, but not limited to, all area gates/fencing that has been installed, dumpsters, concrete washouts, existing sidewalks or slab edge protection, staging areas, landscaping, etc.
 - 3.3 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 and the Owner.

- 3.4 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 request in writing for determination. Do not proceed with work until written directions are received. Do not prevent or disturb operation of active services that are to remain.
- 3.5 All contractors are required to protect their work from construction activities and exposure to the elements. Provide proper protection for all existing work performed by others when performing your work next to, or around, their materials. Repair or replacement of any damaged material will be the responsibility of the contractor who damaged it.
- 3.6 This contractor shall be liable to protect all openings made to any existing and new building's envelope for the entire time work is being conducted until the new work scope is completed. This protection shall include but is not limited to protection against; rain, snow, wind infiltration, and temperature fluctuations. Contractor will maintain all weather protection provisions until permanent work is completed. Contractor shall submit a weather protection plan to Construction Manager. All cost relating to damage incurred to existing facilities as a result of improper weather protection provisions will be borne by the contractor.
- 3.7 All contractors and vendors are responsible for their own cutting and patching unless otherwise specified.
- 3.8 All contractors are responsible for maintaining dust control during their work.
- 3.9 Contractors shall be responsible for maintaining traffic control. The contractor shall coordinate road blockages and closures with the Owner, DCI Group, and the Authority Having Jurisdiction.
- 3.10 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.
- 3.11 This contractor shall be responsible for general cleanup of dust, dirt, mud and debris not identifiable as part of a Contract.
- 3.12 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.
- 3.13 Bridging of finished pavement will be 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.
- 3.14 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.
- 3.15 Any areas disturbed or damaged by one's operation are to be repaired to Owner/Construction Manager's satisfaction.
- 3.16 Contractor shall clean their installed materials prior to the next successor activity.
- 3.17 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 instruction.
- 3.18 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 on site, each bid package shall include other means of

secure storage. If 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 respective contractor.

- 3.19 Contractor shall not store materials within construction designated locations without approval from Construction Manager. No materials storage will be allowed that may inhibit construction progress.
- 3.20 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.
- 3.21 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 the Contractor (ASI), shop drawings, coordination drawings, and other contract modifications.
- 3.22 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 dimension, 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.
- 3.23 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.
- 3.24 Any interior work that is scheduled to be completed while Owner is in normal operation must be sensitive to the owner's continued use of the building. No workers are allowed to be in areas of the building that are not directly related to 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.
- 3.25 All contractors are responsible for familiarizing themselves with the coordination and sequencing requirements related to Owner furnished equipment.
- 3.26 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 their 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.

4. **Schedule Management:**

- 4.1 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. **One week prior to the first joint planning meeting, each prime contractor shall provide a preliminary schedule of their activities and the activities of their subcontractors with durations and sequencing.** 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.

- 4.2 **The prime contractor shall on a weekly basis (at a minimum) provide the Construction Manager 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 established in the contract documents. 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.
 - 4.3 All contractors shall cooperate with the construction manager and with other prime contractors. The completion of the project will depend upon a collective effort by all parties involved.
5. **General Housekeeping:**
- 5.1 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 the cost of cleaning will be borne by the prime contractor responsible. **Trade 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 prime 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 prime 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.
 - 5.2 Contractors shall provide their own means for the cleaning of tools (i.e. paint brushes and rollers, trowels, and etc.) and equipment as needed. At no time shall new or existing owner fixtures be utilized for this purpose.
 - 5.3 This contractor shall be responsible for the maintaining a clean and orderly jobsite. Contractor will be required to remove and dispose of all waste on a daily basis throughout the project.

END OF SECTION 00 7302

SECTION 00 7303 SPECIAL WORK REQUIREMENTS

A1 – GRIMES BUILDING RESTROOM CEILING REMODEL

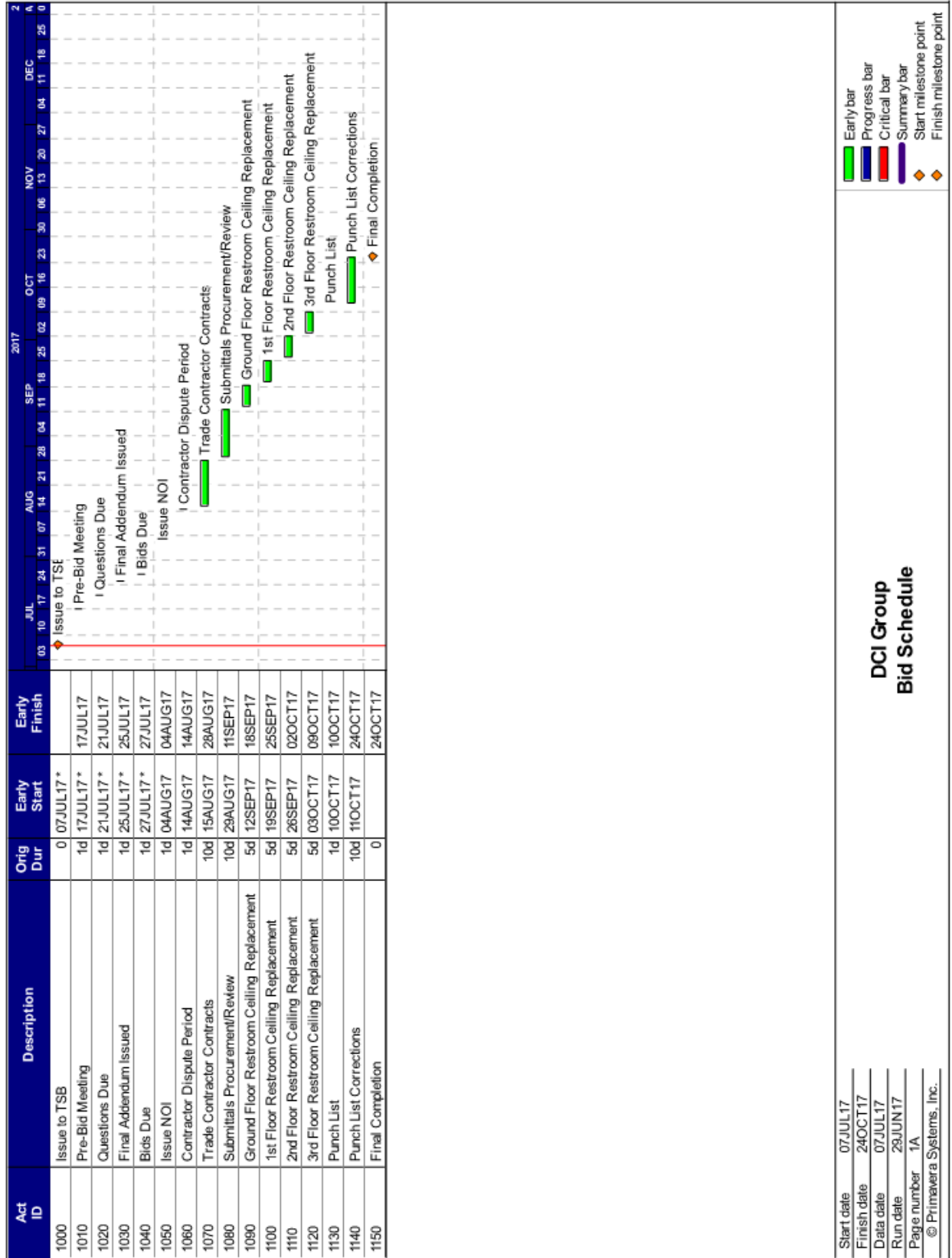
1. Bidders are to hold their bids for a period of thirty (30) days after the bid.
2. All questions concerning the bid requirements should be addressed to the DAS purchasing agent previously identified with Iowa Department of Administrative Services and will be clarified in writing by Addendum.
3. Contractors and their employees shall show utmost respect for the occupying staff. Profanity, unnecessary loud language, shelled seeds, chew, and radios will not be tolerated.
4. Contractors shall instruct their personnel to not allow staff to follow them into work areas nor assist staff in going into other restricted areas.
5. Each contractor working in owner occupied space will provide necessary means of protection to floors, walls, ceilings, equipment, and etc. as required to accomplish work without harming or damaging existing conditions. All damage incurred during this work will be charged to the responsible prime contractor.
6. Each Contractor working in owner occupied space will final clean after work is completed. Occupied space will be put back to the condition in which it was found.
7. The use of motorized scissor lifts will not be allowed. All equipment shall have non-marking tires/wheels.
8. Contractor's deliveries will require an attendant to guide truck traffic into the designated construction entrance(s) per the site logistics plan. All deliveries must be accepted by the contractor and coordinated with DCI Group.
9. Contractors to include complete cleanup and haul off from site on a daily basis for all construction dust and debris resulting from their scope of work. 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.
10. Hot work permits are required on a daily basis for any task involving sparks or flames. The contractor can obtain permits from the construction manager. Note that it is the contractor's responsibility to provide full time supervision for the area of hot work during and for a minimum of 30 minutes after the last spark and to notify the construction manager within those 30 minutes of the time of last spark. Periodic monitoring of the area will be required for 4 hours after last spark and if monitoring is required after work hours this must be coordinated with DCI Group and DAS staff. Before the first time of occurrence the Contractor performing hot work will be required to have their onsite supervisors, and for each future supervisor, attend a preparatory meeting to review all requirements set forth by DAS.
11. Contractors 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.
12. Prior to performing work in areas with smoke and fire detection systems the contractor shall coordinate with the construction manager 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.
13. Contractors shall document existing conditions prior to start of work. All damage to existing pavements, landscaped areas, finishes, and all other existing property will be repaired by the responsible Contractor.
14. The prime contractors shall provide the construction manager detailed information as outlined below for the purpose of developing the Construction Schedule:

SUBMITTALS:

- Submittal Schedule: Prime Contractors 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. CM will provide a template with all A/E identified submittals.
 - Format: Submittal Schedule shall be prepared in an Excel spreadsheet.
 - 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.
15. See milestone construction schedule in the following pages. 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.
16. The contractors shall acknowledge and make provisions for multiple mobilizations, phases, sub-phases, material deliveries, and milestone completion dates required in order to complete the work.
17. Expected work hours will be 7:00 AM to 5:00 PM Monday thru Friday (5-day work week). 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.
18. The contractor shall have personnel attending regular project meetings. These meetings will be held at intervals established by the Construction Manager. These meetings will be in addition to the meeting defined under Division 01 of the Contract Documents. Contractor must have a 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 Contractor's behalf providing valuable information to the meeting; specifically, things such as schedule, cost, production, manpower, etc. In addition, the project superintendent will conduct daily standup production meetings to review safety, coordination, and upcoming issues with the foremen on the project. All Prime Contractor foreman and pertinent Subcontractor foreman are required to attend and take an active participation role in discussions and planning.
19. Anyone working for the Contractor who will be working onsite will need to go through a background check as required by the State of Iowa to work on the Capitol Complex.
20. All workers on site will be required to attend an onsite orientation prior to starting work on site. A weekly orientation meeting will be scheduled for the beginning of each week. It will be the responsibility of the prime contractor to notify the construction manager of personnel who will be in attendance. This meeting will only be held when the construction manager has been made aware of new personnel who will be attending the orientation.
21. Prime Contractors shall complete a detailed daily log for their work and all of their subcontractors work for each work day on site and submit to Construction Manager. Content of daily log will be directed by Construction Manager.
22. After contract award, all Prime Contractors are required to attend a meeting with the Construction Manager to review bid package scopes.
23. Parking and material staging on site will be limited. All contractors shall coordinate one's

- parking and material staging with the construction manager.
24. 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.
 25. No radios or headsets are allowed in the construction areas.
 26. All noise, vibration, disconnections and disruptions caused by one's work **MUST** be coordinated in advance with the Construction Manager and Owner. Provide a minimum of 48 hours' notice of any such disruption.
 27. 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. It is anticipated this project will contain multiple substantial completion dates for the separate phases of construction.
 28. 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.
 29. Contractors are to provide adequate floor protection to ensure flooring is not marred, stained, or damaged during their scopes of work. Floor remediation of marred, stained, or damaged floors will be borne by the causing prime contractor.
 30. All contractors working on this project will be required to undergo background checks by the State of Iowa. Contractors shall provide a list of all names with birthdates of anticipated personnel within 5 days of execution of contracts.

SECTION 00 7303 CONTINUED ON NEXT PAGE



SECTION 00 7401 BID PACKAGE #01 – CEILING REPLACEMENT

A1 – GRIMES RESTROOM CEILINGS REPLACEMENT

- A. This Bid Package is responsible for the following Specification Sections in their entirety unless noted otherwise:

- | | |
|-------------------|--|
| 1. Division 00 | PROCUREMENT AND CONTRACTING REQUIREMENTS |
| 2. Division 01 | GENERAL REQUIREMENTS |
| 3. Section 024100 | DEMOLITION |
| 4. Section 095100 | ACOUSTICAL CEILINGS |
| 5. Section 233700 | AIR OUTLETS AND INLETS |

- B. The scope of work for this Bid Package shall include, but not necessarily be limited to the following:

1. General Instruction:

- 1.1. General Work Requirements 00 7301 and Special Work Requirement 00 7302 are requirements of this bid package.
- 1.2. It will be the responsibility of this contractor to complete all work associated in this bid package for the A1 – Grimes Restroom Ceilings Replacement Project as identified in the drawings and specifications.
- 1.3. Building will be occupied during construction and all work shall be coordinated with the Construction Manager and the Owner so that no more than one (1) men's and women's bathrooms on one (1) floor will be made inaccessible at a time. Signage and barriers shall be placed as required and note the required usage of restrooms on adjacent floors.
- 1.4. Any and all layout required to complete this scope of work should be included in this bid package.
- 1.5. All plan dimensions will need to be verified by this Contractor. This Contractor will be responsible for all on-site field measurement for fabrication.
- 1.6. This contractor will be responsible to provide portable generators or an alternate power source for tools and equipment that require a power source as power supply is not readily available at the location needed. No gas fueled generators will be allowed to be ran inside the building. Contractor shall provide self-contained bulk fuel storage and use approved fuel storage containers on site as required.
- 1.7. Furnish all anchors and fasteners as required to complete all installations.
- 1.8. It will be the responsibility of this Contractor to bring all areas affected by the removal and construction activities, back to existing conditions. It is this contractor's responsibility to protect existing construction.
- 1.9. Prior to the commencement of work, it will be the responsibility of this contractor, in cooperation with the Construction Manager, to fully inspect and provide to the Construction Manager a record of damaged conditions to existing conditions and devices that are to remain. Any damage that occurs during removal or installation will be replaced and/or repaired by this contractor at this contractor's expense. Provide all protection for adjacent surfaces to remain.

- 1.10. Any existing construction damaged by installation of this Contractor's work will be repaired by this Contractor to the satisfaction of DCI Group and DAS.
 - 1.11. This contractor is responsible for receiving, inspecting, and verifying the delivery of all material that is part of this Bid Package.
 - 1.12. This Contractor shall provide secure and waterproof storage and protection of all material provided in this bid package.
 - 1.13. Shutdowns of plumbing, mechanical, electrical, fire alarm, communications and technology systems shall be coordinated with the Construction Manager a minimum of 48 hours in advance of work.
 - 1.14. This contractor shall be responsible for the maintaining a clean and orderly jobsite. Contractor will be required to remove and dispose of all waste on a daily basis throughout the project.
 - 1.15. This Contractor shall provide final cleaning of the construction area at the completion of work. Perform final cleaning as defined in the contract documents. This includes, but is not limited to, removing all debris from construction work, wiping down surrounding conditions.
2. Temporary Needs:
- 2.1. Staging area will be limited to the construction area for this project as identified in the project documents. Staging Area will be limited in size and will be available for short term small tool, equipment and material storage. Location to be determined by Owner and Construction Manager. Staging area is to be brought back to pre-existing conditions at time of substantial completion.
 - 2.2. Contractors will be responsible for removal and disposal of waste on a daily basis. Dumpsters will not be allowed on-site.
 - 2.3. This contractor shall be responsible for coordination with the State and the construction manager for all fire watch requirements. Personnel for fire watch will be provided by the State. Fire watch will be required any time a fire alarm or suppression system is not fully functional in any space. Costs related to false alarms due to the contractor's failure to coordinate alarm tag outs will be borne by this contractor.
 - 2.4. If necessary this contractor shall provide temporary lighting necessary to perform their scope of work.
3. Ceiling Replacement:
- 3.1. Contractor to furnish and install all required products as called for in the project documents consisting of but not limited to; grid tees, grid wall mold, acoustical ceiling tiles, and air outlets and inlets.
 - 3.2. Contractor to protect all existing fixtures, partitions, mirrors, etc. that are to remain during construction.
 - 3.3. Contractor to match existing grid layout in restrooms where grid is being replaced.
 - 3.4. 3rd Floor Restrooms are to have only the damaged tiles replaced with new as called for in the project documents.
 - 3.5. If necessary, this contractor shall provide and install oversized tile at perimeters to avoid narrow cut tile at edge.
 - 3.6. This contractor is to provide final cleaning for all adjacent surfaces after demolition work is complete.

END OF SECTION 00 7401

SECTION 01 10 00

SUMMARY

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Work under other contracts.
 - 3. Use of premises.
 - 4. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: DAS #8953.01 –Suspended Ceiling Systems in the Bathrooms of the Grimes State Office Building – RFQ #0917335042
 - 1. Project Location: Capitol Complex, Des Moines, Iowa 50309
- B. Owners: State of Iowa, Department of Administrative Services, Hoover Building, Level 3, 1305 East Walnut Street, Des Moines, IA 50319
- C. Architect/Engineer: Design Alliance, Inc.
- D. The Work consists of the following:
- E. Work consists of the removal of existing ceilings and diffusers within the bathrooms on all four levels of the building. Construction work will include new ceiling tile and grid, and diffusers. Total renovated includes eight bathrooms at approximately 225 square feet each.

1.3 WORK UNDER OTHER CONTRACTS

- A. No other work contracts will occur in conjunction with this contract.

1.4 WORK BY OWNER

- A. None

1.5 CONTRACTORS USE OF SITE

- A. Coordination with Occupants: Contractor shall coordinate demolition activities to allow access to the existing buildings during the entire demolition period. Cooperate with Occupants during demolition period to minimize conflicts and facilitate Occupants day to day operations.
- B. Demolition Operations: Limited to areas included in scope.
- C. Time Restrictions for Performing Work: Perform work between hours of 7:00 am and 5:00 pm (Monday – Friday) or other timeframe required by Owner or local ordinance.

1.6 TIME FOR COMPLETION

- A. Refer to agreement for Contract Times.

1.7 SPECIFICATION CONVENTIONS

- A. Specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Cutting and patching.
- E. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with existing utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- D. 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 and building General Contractor's activities.

1.3 PRECONSTRUCTION MEETING

- A. Construction Manager will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Construction Manager, Architect/Engineer, and Contractor.
- 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 products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing parties in Contract, and Architect/Engineer.
 - 6. Procedures and processing of field decisions, submittals, and substitutes, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
 - 8. Use of premises by Owner and Contractor.
 - 9. Owner's requirements.
 - 10. Construction facilities and controls provided by Owner.
 - 11. Temporary utilities provided by Owner.
 - 12. Survey and layout.
 - 13. Security and housekeeping procedures.
 - 14. Schedules.
 - 15. Application for payment procedures.
 - 16. Maintain egress.

1.4 PROGRESS MEETINGS

- A. Participate in project conference call meetings with Construction Manager, Engineer and others throughout progress of the Work at maximum bi-weekly intervals.
- B. Attendance Required: Project superintendent, major subcontractors and suppliers, Owner, Construction Manager, Architect/Engineer, as appropriate to agenda topics for each meeting.

- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 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.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Execute cutting, fitting, and patching to complete Work, and to:
 1. Uncover Work to install or correct ill-timed Work.
 2. Remove and replace defective and non-conforming Work.
- C. Execute work by methods to avoid damage to other Work in surrounding and existing elements, and to provide proper surfaces to receive patching and finishing.
- D. Cut masonry and concrete materials using masonry saw or core drill.

3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- D. Remove debris and abandoned items from area and from concealed spaces.
- E. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- F. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- G. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Demolition progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Proposed Demolition Plan

1.2 SUBMITTAL PROCEDURES

- A. Submittals will be electronically submitted through "EADOCS". Contractor will be invited to join web based program upon issuance of "Letter of Intent".
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. 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 requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at business address or in person. Coordinate submission of related items.
- F. For each submittal for review, allow 3 days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit preliminary outline Schedule at the preconstruction meeting for coordination with Owner's requirements. After review, submit detailed schedules within 7 days modified to accommodate revisions recommended by Architect/Engineer.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. 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, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCTS LIST

- A. Within 7 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus one copy Architect/Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution Requirements.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Submit number of opaque reproductions Contractor requires, plus two copies Architect/Engineer will retain.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution Requirements.

1.7 SAMPLES

- A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer 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; Architect/Engineer will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES

article and for record documents purposes described in Section 01 70 00 - Execution Requirements.

1.8 DESIGN DATA

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.
 - 5. Traffic regulation.
- B. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Water control.
 - 4. Dust control.
 - 5. Erosion and sediment control.
 - 6. Noise control.
 - 7. Pollution control.
- C. Removal of utilities, facilities, and controls.

1.2 FIELD OFFICES AND SHEDS

- A. None Required.

1.3 VEHICULAR ACCESS

- A. Use designated existing on-site roads for construction traffic.

1.4 PARKING

- A. Parking as directed by Owner.
- B. When site space is not adequate, provide additional off-site parking.
- C. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- D. Use of designated areas of existing parking facilities used by construction personnel is permitted
- E. Do not allow heavy vehicles or construction equipment in parking areas.
- F. Do not allow excessive vehicle parking on existing pavement.

1.5 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition, daily.
- B. Collect and remove waste materials, debris, and rubbish from site daily and dispose of off-site.

1.6 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.

1.7 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.8 ENCLOSURES AND FENCING

- A. No permanent enclosure or fence is required. Provide temporary enclosures and fences as necessary to protect the public and secure the site.

1.9 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.10 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.11 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during demolition to original condition. Restore permanent facilities used during demolition to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- C. Provide closeout documentation as requested by the owner or owner representative.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Prohibit traffic from landscaped areas.

1.5 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 alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

3. Field changes of dimension and detail.
 4. Details not on original Contract drawings.
- G. Submit documents to Project Manager with claim for final Application for Payment.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Refer to Construction Documents for specific items to be included. Refer to corresponding Drawings for the mechanical and electrical items to be included under this Section.
- B. Owner tested for asbestos containing materials and asbestos was not present within the existing ceiling on site.

1.2 RELATED WORK

- A. Section 01 11 00: Summary of Work.
- B. Section 01 35 16: Alteration Project Procedures.
- C. Section 01 56 00: Temporary Barriers & Enclosures.
- D. Divisions 22 & 23: Mechanical Demolition.
- E. Divisions 26 & 27: Electrical Demolition.

1.3 SUBMITTALS

- A. Demolition procedures and operational sequence for review and acceptance by Construction Manager.

1.4 PROTECTION

- A. Do not interfere with use of adjacent rooms not in contract. Maintain free and safe passage to and from.
- B. Provide, erect, and maintain barricades and lighting as required to protect occupants of building.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Except where noted otherwise, maintain possession of materials being demolished and immediately remove from site.
- B. Carefully remove designated materials and equipment noted to be delivered to Owner. Deliver and store where directed by the Construction Manager.
- C. Carefully remove materials and equipment, to be re-used per Project requirements. Store and protect as required.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Survey: Before any work is started, Contractor shall make a thorough survey, with the Construction Manager, of areas of building where alterations will occur and provide a written report. This report shall list by room:
 - 1. Existing condition and types of walls and other surfaces not required to be altered throughout affected areas of the building.
 - 2. Existence and conditions of items, such as equipment and other items required by Drawings to be either reused or relocated or both.

3. Shall note any discrepancies between Drawings and existing conditions at site.
 4. Shall designate areas for working space, material storage and routes of access to areas within the building where alterations occur and which have been agreed upon by Contractor and the Construction Manager.
- B. Erect and maintain dustproof partitions, as required, to prevent spread of dust and fumes to other parts of the building per requirements of Section 01 56 00 Temporary Barriers & Enclosures. On completion, remove partitions and repair any damaged surfaces to match adjacent surfaces.
- C. Resurvey: Before expected final inspection date, Contractor and Construction Manager together shall make a resurvey of the areas of building involved. Contractor shall submit a report on conditions, then existing, of walls and other surfaces as compared with conditions of same as noted in first condition survey report.
1. Resurvey report shall list any damage caused by Contractor to surfaces despite protection measures; and will form the basis for determining extent of repair work required of Contractor to restore damage caused by Contractor's workmen in executing work of this Contract.

3.2 PHASING

- A. Restroom Ceiling demolition shall take place on a single floor at a time. Provide caution tape and temporary signage at entry doors indicating "Restroom Temporarily Closed for Construction".
- B. Verify electrical breaker service for lighting prior to demolition. Provide 24 hours' notice to Owner prior to turning off any breakers providing power to adjacent work areas.

3.3 DEMOLITION

- A. The term demolition, as used herein, includes the complete removal of all existing objects as noted on the Drawings.
- B. Remove miscellaneous items, as indicated on the Drawings or as otherwise necessary, to execute the work of the Project.
- C. Avoid interference with the use of, passage to and from rooms and corridors within the building.
- D. Demolish in an orderly and careful manner, as required, to accommodate new work.
- E. Protect existing structures to remain. Repair damage.
- F. Repair all demolition performed in excess of that required, at no cost to the Owner.
- G. Remove all debris from the site and leave site in a neat and orderly condition.
- H. Remove from the site contaminated or dangerous material encountered and dispose of by safe means so as not to endanger health of workers and public.
- I. Remove demolished materials, tools, and equipment from site upon completion of work. Leave site in a condition acceptable to the Owner.

END OF SECTION

SECTION 09 51 00
ACOUSTICAL CEILINGS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Non-fire rated, suspended metal, grid system and wall trim.
- B. Lay-in ceiling acoustical panels.

1.2 RELATED WORK

- A. Section 02 41 00: Demolition.
- B. Division 23: Air diffusers within ceiling system.
- C. Division 26: Lighting fixtures within ceiling system.

1.3 ENVIRONMENTAL CONDITIONS

- A. Maintain uniform temperatures of minimum 60 degrees F. and humidity of 20% to 40% prior to, during, and after installation.

PART 2 - PRODUCTS

2.1 ACOUSTICAL CEILING

- A. ACT- 1 Panels: 24" x 24" x 5/8", tegular edge lay-in panels
- B. Ceiling Tile Color: White.
- C. Reference reflected ceiling plan for ACT locations and type.
- D. Approved Manufacturer's:
 - 1. USG Corporation, 2110 Paragon AV, Fort Dodge, IA 50501; Ph: 800.950.3839: www.usg.com
 - a. ACT-1 Product: Radar
 - 2. Other manufacturers: Submit per Section 01 60 00 – Product Requirements.

2.2 SUSPENSION SYSTEM

- A. ACT-1 Panel Locations: DX Series exposed snap grid system consisting of 15/16" intermediate duty main runner and cross tees as manufactured by USG or equal; 550 West Adams Street, Chicago, IL 60661; Ph: 800.950.3839: www.usg.com
 - 1. Wall angles shall have hemmed edge.
 - 2. Color: White.
- B. Provide heavy duty 1½ runner channels, as required to span under ductwork, span between joist, to maintain hanger spacing, etc. Runner channels shall have a coat of rust inhibitive paint and a minimum weight of 475 pounds per 1,000 lineal feet.
- C. Hanger wire shall be annealed wire conforming to Federal Specification QQ-Q-461, Grade FS 1020, Type 3, Zinc Coated, 12 Gauge.
- D. Provide samples and descriptive data regarding types of suspension systems being utilized to the Contracting Officer before installation begins.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install acoustical ceiling systems in accordance with manufacturer's recommendations to produce

- finished ceiling true to lines and levels, and free from warped soiled or damaged grid or lay-in panels.
- B. Install ceiling systems in a manner capable of supporting all superimposed loads, with maximum permissible deflection of 1/360 of span and maximum surface deviation of 1/8" in 10 feet.
 - C. Where ducts or other equipment prevents the regular spacing of hangers, reinforce the nearest adjacent hangers and related carrying channels, as required, to span the required distance.
 - D. Hang independently of walls, columns, ducts, pipes, and conduit. Where carrying members are spliced, avoid visible displacement of the longitudinal axis or face plane of adjacent members.
 - E. Install ceiling systems as shown on reflected ceiling plan.
 - F. Main runners shall be installed at 4'-0" o.c., secured to hanger wires spaced 4'-0" o.c. and accurately leveled, with cross tees 2'-0" o.c. to form 2 x 4 modules.
 - G. Provide steel channels, as necessary, to maintain hanger spacing.
 - H. Provide additional hanger wires within 6" of corners of all light fixtures. Provide extra hangers at mid-point along 4' length of tandem fixtures.
 - I. Do not install fixtures to eccentrically loaded main runners and cross runners. Where fixture installation would product rotation in runners, provide stabilizer bars.
 - J. Install accessories, where shown or required. Install edge moldings at intersection of ceiling and vertical surfaces using maximum lengths straight, true to line, and level; miter corners. Provide edge moldings at junctions with other ceiling finishes. Finish and material same as grid system specified.
 - 1. Edge moldings at CMU walls shall be installed in a manner which prevents the CMU from spalling around the anchors; anchors shall not be 'shot' into the walls.
 - K. Fit acoustic lay-in panels in place free from damaged edges or other defects detrimental to appearance and function. Fit border units neatly against abutting surfaces and cut to match tegular edge.
 - L. Install acoustic lay-in tiles in same direction.
 - M. Install lay-in panels level in uniform place and free from twist, warp, and dents.

3.2 ADJUSTMENTS

- A. All lay-in panels shall be clean, free from finger marks, oil, water stains, etc. Damaged or defaced tile will be replaced. No patching will be allowed. Loose or uneven tile work will not be acceptable.
- B. Adjust any sags or twists that develop in the ceiling systems and replace any parts that are damaged or faulty.

3.3 CLEANING

- A. Following installation, clean dirty or discolored surfaces of units; leave free from defects. Remove units that are damaged or improperly installed and replace, as directed.

3.4 EXTRA PANELS

- A. Furnish to Owner full size units equal to 2% of amount installed or two unopened cartons of tile, whichever is greater.

3.5 SCHEDULE

- A. ACT-1 panels in all locations, unless otherwise noted on drawings.
- B. Reference reflected ceiling plan for additional information.

END OF SECTION

SECTION 23 37 00

AIR OUTLETS AND INLETS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Diffusers.

1.2 RELATED REQUIREMENTS

- A. Division 0 - Introductory Information, Bidding, and Contracting Requirements
- B. Division 1 - General Requirements

1.3 REFERENCE STANDARDS

- A. ARI 890 - Standard for Air Diffusers and Air Diffuser Assemblies; Air-Conditioning and Refrigeration Institute.
- B. ASHRAE Std 70 - Method of Testing the Performance of Air Outlets and Inlets; American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets showing type, size, location, application, and noise level.

1.5 QUALITY ASSURANCE

- A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.
- B. Test and rate louver performance in accordance with AMCA 500-L.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

PART 2 - PRODUCTS

2.1 DIFFUSERS

- A. Manufacturers:
 - 1. Carnes Company HVAC: www.carnes.com
 - 2. Krueger: www.krueger-hvac.com
 - 3. Price Industries: www.price-hvac.com
 - 4. Titus: www.titus-hvac.com
 - 5. Nailor: www.nailor.com
 - 6. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Diffusers Types:
 - 1. See schedule at end of this section for diffuser types.
 - 2. Verify inlet size prior to fabrication.

- C. Return Air Grilles
 - 1. See schedule at end of this section for grille types.
 - 2. Verify inlet size prior to fabrication.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.

3.2 DIFFUSER SCHEDULE

Unit Tag	Manufacturer	Model Number	Air System	Outlet Type	Material	Size	Color
S1	Price	SMDP	Supply	Louvered (3 slot)	Steel	24x24	White
R1	Price	PDPE	Return	Perforated	Steel	24x24	White

END OF SECTION