

ADVERTISEMENT FOR BIDS

Sealed bids for the construction of

{Mergefield Project}
{Mergefield CapitalProject}

at Iowa State University, Ames, Iowa, {Special School project - delete Iowa State University and change location to Vinton, Iowa (for IBSSS) or Council Bluffs, Iowa (for ISD)} will be received by the Board of Regents, State of Iowa, at the Facilities Planning and Management Office, General Services Building, Iowa State University, Ames, Iowa 50011-4001, prior to 2:01 p.m. local Iowa time, on the {AB1} day of {AB2}, {AB3}2013, and will then be publicly opened and read aloud.

The project consists of, but is not limited to, {AB4}. {AB5}The Owner has contracted with {Mergefield CMF} for construction management services (agency) for the project. Questions regarding the scope of work should be directed to {AB6a}{Mergefield AENAME} of {Mergefield AE}, Phone: {Mergefield AEPHONE}, E-mail: {Mergefield AEMAIL}. {-OR- AB6b}{Mergefield FPMAENAME} of Facilities Planning and Management, Phone: 515-{Mergefield FPMAEPHONE}, E-mail: {Mergefield FPMAEMAIL}.

Project Information: Substantial Completion: {AB7a}{date}
{AB7b}{# days} days (approximately {date})

Bid Estimate: \${AB8}
\${AB12b for multiple BP's-list each BP# & Est.-one per line}

{AB10-ISU}Prebid Meeting: {date}; {time}
Room { }, { }General Services Building

{AB10-IBSSS}Prebid Meeting: {date}; {time}
Iowa Braille & Sight Saving School
1002 G Avenue, Vinton, Iowa

{AB10-ISD}Prebid Meeting: {date}; {time}
Administration Building Conference Room
Iowa School for the Deaf
3501 Harry Langdon Blvd., Council Bluffs, Iowa

{AB11}Tours: {date}; {time}
{date}; {time}

{AB12a}Bids will be received for a single General Construction Contract.

{AB12b}Separate bids will be received for:
{ BP # } { BP Description }

Iowa Construction Sales Tax Exemption Certificates will be provided on this project.

Bidding Documents may be examined at locations listed on our website: <http://www.fpm.iastate.edu/>
Select Planning, Design and Construction and look for the link called Plan Rooms.

Bidding Documents may be obtained from: Printing Services, Iowa State University, 101 Printing & Publications Building, Kooser Drive, Ames, Iowa 50011-3170, email { HYPERLINK "mailto:plans@print.iastate.edu" }, phone 515-294-4538, fax 515-294-5098. No deposit is required. All bidders are asked to return the complete set of Bidding Documents to the above address within fifteen (15) days after opening of bids.

Each bid shall be submitted on the Form of Bid for Construction Contract provided in the Bidding Documents and shall be accompanied by bid security as set forth in the Instructions to Bidders.

Bid security shall be agreed upon as the measure of liquidated damages which the Owner will sustain by failure, neglect or refusal of bidder to deliver a signed contract stipulating performance of the Work in unqualified compliance with Contract Documents. Successful bidder will be required to furnish a 100% Contract Performance and Payment Bond within ten (10) days after receipt of Notice of Award.

No bid may be withdrawn for a period of **{AB13}**forty-five (45) calendar days after the date of opening.

The Board of Regents, State of Iowa seeks to provide opportunities for Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa. This project has a participation goal of **{AB14 - or 0%}**10% for certified Targeted Small Businesses as specified in the Special Conditions.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa.

The Board of Regents, State of Iowa, reserves the right to reject any and all bids, to waive irregularities and to accept that bid which is deemed in the best interest of the Owner.

By Order of the Board of Regents, State of Iowa.

Robert Donley
Executive Director

END OF SECTION

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. RECEIPT AND OPENING OF BIDS
2. PREPARATION OF BIDS
3. IOWA TARGETED SMALL BUSINESS PROGRAM
4. SUBMITTAL OF BIDS
5. MODIFICATION OF BIDS
6. WITHDRAWAL OF BIDS
7. BID SECURITY FOR NON-TARGETED SMALL BUSINESS BIDDERS
8. BID SECURITY FOR TARGETED SMALL BUSINESS BIDDERS
9. QUALIFICATION OF BIDDERS
10. SUBCONTRACTORS
11. BIDDER'S REPRESENTATION
12. SUBSTITUTIONS
13. ADDENDA AND INTERPRETATIONS
14. BID PREFERENCE
15. METHOD OF AWARD
16. EXECUTION OF CONTRACT
17. PARKING
18. PREBID CONFERENCE

ARTICLE 1 - RECEIPT AND OPENING OF BIDS

- 1.1 The Board of Regents, State of Iowa, hereinafter called the "Owner", will receive bids at the front counter in the Facilities Planning and Management Office located on the first floor of the General Services Building with entrance from Wallace Road, Iowa State University, Ames, Iowa 50011-4001, prior to 2:01 p.m. local Iowa time on **{IB1}**. Properly received bids will then be publicly opened and read aloud.
- 1.2 Any bid received after the time specified for the receipt of bids will not be considered and will be returned unopened.
- 1.3 Each Bidder shall be solely responsible for the delivery of their bid to the Owner at the place and before the time specified in Paragraph 1.1 above.

ARTICLE 2 - PREPARATION OF BIDS

- 2.1 Bids shall be prepared on an exact copy of the "Form of Bid" included in these documents. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If words and figures do not agree, the amount as written in words will be considered correct. **{IB2}** Separate bids must be submitted for each bid package. Bid packages cannot be combined on one bid form.
- 2.2 Bids shall indicate the full name of the bidder, shall be signed in the firm or corporate name of the bidder and shall bear the longhand signature of a principal duly authorized to execute contracts for the bidder. Bids signed by an agent of the bidder must be accompanied by evidence of the agent's authority to execute contracts for the bidder. The name of each person signing the bid shall be typed or printed below the signature.
- 2.3 All erasures or corrections shall be initialed by the person signing the bid.

ARTICLE 3 - IOWA TARGETED SMALL BUSINESS PROGRAM

3.1 DEFINITIONS

- 3.1.1 Targeted small business means a small business which is fifty-one percent or more owned, operated, and actively managed by one or more women, minority persons, or persons with a disability, provided the business meets all of the following requirements:
 - a. Is located in this state.
 - b. Is operated for profit.
 - c. Has an annual gross income of less than three million dollars computed as an average of the three preceding fiscal years.
- 3.1.2 Actively managed means exercising the power to make policy decisions affecting the business.
- 3.1.3 Minority person means an individual who is Black, Hispanic, Asian, or Pacific Islander, American Indian or Alaskan Native American.
- 3.1.4 Operated means actively involved in the day-to-day management of the business.
- 3.1.5 Certified in the above context means that the Targeted Small Business has been certified by the Iowa Department of Economic Development.

3.2 PROGRAM DESCRIPTION

- 3.2.1 The Board of Regents, State of Iowa, seeks to provide opportunities for Targeted Small Businesses in the awarding of contracts. The Regents are authorized to award contracts to Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa. The Regents are also authorized to establish certified Targeted Small Business participation goals for construction contracts. For further information about the Regents' Targeted Small Business policy, contact the Manager of Contract Administration, Facilities Planning and Management, General Services Building, Iowa State University, Ames, Iowa 50011-4001, (515) 294-2318.
- 3.2.2 Certified Iowa Targeted Small Business participation will be specified as a percentage of the Bidder's base bid as identified in the Special Conditions of the Contract Documents.

ARTICLE 4 - SUBMITTAL OF BIDS

- 4.1 The Form of Bid for Construction Contract form shall be enclosed in its own sealed envelope; separate from the other required bid documents, and identified with the name of the bidder and the designation, "Sealed Bid for {mergefield Project} **{IB3}**, Iowa State University, Facilities Planning and Management, General Services Building, Ames, Iowa 50011-4001". The Bid Security, Targeted Small Business Form, and the Equal Employment Opportunity Data Reporting Form **OR** Certificate of Reporting, along with the separately sealed Form of Bid for Construction Contract shall be enclosed in a second envelope, addressed to the Board of Regents, State of Iowa and identified with the name and address of the bidder and the designation, "Bid Documents for {mergefield Project} **{IB4}**, Iowa State University, Facilities Planning and Management, General Services Building, Ames, Iowa 50011-4001".
- 4.2 Targeted Small Businesses who are submitting a bond waiver in lieu of bid security on bids \$50,000 or less, shall identify at the upper right hand corner of the envelope containing the "Bid Documents", that they are a Certified Targeted Small Business.

Sample Envelope

Certified Targeted Small Business
Bid Documents for (project title) Iowa State University Facilities Planning and Management Ames, Iowa 50011-4001

- 4.3 If the bid is mailed, then a third mailing envelope shall be used containing the bid document envelopes and should be addressed to the Board of Regents, State of Iowa, Iowa State University, Facilities Planning and Management, 200 General Services Building, Ames, Iowa 50011-4021.

Sample Envelope

Board of Regents, State of Iowa Iowa State University Facilities Planning and Management 200 General Services Building Ames, Iowa 50011-4021
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- 4.4 On construction contracts competitively bid for which a participation goal is indicated, each bidder who is not a Targeted Small Business, shall submit a completed Targeted Small Business Form as provided herein. Bidders shall use the construction-related Certified Iowa Targeted Small Business Directory available at <https://dia.iowa.gov/tsb>. Only those Certified Targeted Small Businesses, which appear in the web site Directory, shall be used to meet the Targeted Small Business participation goal as specified in the Special Conditions.
- 4.5 If the bidder intends to subcontract with a certified Targeted Small Business in the absence of a stated Targeted Small Business participation goal, the bidder should inform the Owner of this intent by submitting a Targeted Small Business Form so that credit may be received for this participation.

ARTICLE 5 - MODIFICATION OF BIDS

- 5.1 No modification of submitted bids will be permitted in any form.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time set for the receipt of bids. No bid may be withdrawn for a period of **{IB5}**forty-five (45) calendar days thereafter.

ARTICLE 7 - BID SECURITY FOR NON-TARGETED SMALL BUSINESS BIDDERS

- 7.1 Bids shall be accompanied by and secured only by a cash deposit, cashier's check, certified check, or a bid bond in an amount of at least five percent of the bid. Bids accompanied and secured by any other form of bid security shall automatically be disqualified.
- 7.2 Certified checks and cashier's checks shall be made payable to the Board of Regents, State of Iowa.
- 7.3 Bid bonds must be either in the form prescribed by the Board of Regents, State of Iowa contained elsewhere in this document, or in a form approved by the American Institute of Architects. A copy of the Board of Regents bid bond form is included with the bidding documents or may be downloaded from the Owner's web site <http://www.fpm.iastate.edu>. Go to heading *Planning, Design and Construction*. Click on *Contractors Information* and locate the *Project Bid Bond Form*. The bid bond must be executed solely by corporations authorized to contract as surety in Iowa. Persons who sign surety bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 7.4 Bid security shall be agreed upon as the measure of liquidated damages which Owner will sustain by failure, neglect or refusal of bidder to deliver a signed contract stipulating performance of the work in unqualified compliance with contract documents within ten (10) days after notification of award of contract is given.
- 7.5 Bid security when submitted in the form of either a cash deposit, cashier's check, or a certified check by any bidder except the three lowest bidders will be returned within forty-eight hours after opening.
- 7.6 Bid security when retained will, if either a cash deposit, cashier's check, or a certified check, be returned within forty-eight hours after the contract and performance and payment bond of the successful bidder has been executed by the Board of Regents, State of Iowa. If the award process involves more than the bid holding time established in the Bidding Documents, those bidders whose securities are retained shall have the right to negotiate with the Board of Regents, State of Iowa on the matter.

ARTICLE 8 - BID SECURITY FOR TARGETED SMALL BUSINESS BIDDERS

- 8.1 On projects where bid amount exceeds \$50,000, the instructions in Article 7-Bid Security for Non-Targeted Small Business Bidders apply.
- 8.2 On bids of \$50,000 or less, Certified Targeted Small Businesses, as part of the bid documents, may either provide a bid bond **OR** a bond waiver from the Department of Inspections and Appeals.

ARTICLE 9 - QUALIFICATION OF BIDDERS

- 9.1 Bidders shall submit with each bid a completed Board of Regents, State of Iowa Equal Employment Opportunity Data Reporting Form as included in the Bidding Documents **OR** submit with each bid the Certificate of Reporting, also included herewith, which certifies that an Equal Employment Opportunity Data Reporting Form has been filed with Board of Regents, State of Iowa Equal Employment Opportunity Compliance Officer. The bidder's attention is called to the requirements of the Code of Fair Practices of the General Conditions of the Contract.
- 9.2 Bidders shall be registered with the Iowa labor commissioner. To obtain an Iowa Contractor Registration No. contact the following office:

Iowa Division of Labor
Contractor Registration
1000 East Grand Avenue
Des Moines, IA 50319-0209
Telephone: 515-242-5871
Fax: 515-281-7995

Bidders Iowa registration number shall be included as provided for on the Form of Bid.

- 9.3 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.
- 9.4 The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the Owner all such information and data for these purposes as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- 9.5 By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the state of Iowa.

ARTICLE 10 - SUBCONTRACTORS

- 10.1 The bidder is requested to name persons, firms or other parties to whom it is intended to award a subcontract under this Contract if and as requested on the Form of Bid.
- 10.2 In accordance with Iowa law, the successful bidder shall furnish in writing to the Owner within forty-eight (48) hours after the award of the contract, a list of the names of subcontractors who will work on the project.

- 10.3 The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must (1) be registered in the state of Iowa and have an Iowa contractors registration number, and (2) be acceptable to the Owner.

ARTICLE 11 - BIDDER'S REPRESENTATION

- 11.1 Each bidder by submitting a bid, represents that bidder has:

11.1.1. Read and completely understands the contract documents.

11.1.2. Visited the site and is totally familiar with the conditions under which the Work is to be performed including availability and cost of labor and materials.

{IB6a} A tour of the site will follow prebid conference.

{IB6b} Tours of the site will be conducted on: See Advertisement for Bids.

{IB6c Const.} Bidder shall arrange for site visit in advance by contacting Construction Services, Facilities Planning and Management, General Services Building, Iowa State University, Ames, Iowa 50011-4021, Phone: 515-294-0563.

{IB6d Util.} Bidder shall arrange for site visit in advance by contacting Utilities, Facilities Planning and Management, Power Plant, Iowa State University, Ames, Iowa 50011-4000, Phone: 515-294-8795.

{IB6e ISD} Bidder shall arrange for site visit in advance by contacting Iowa School for the Deaf, 3501 Harry Langdon Blvd., Council Bluffs, Iowa 51503-7898, Phone: 712-366-3212.

{IB6f IBSSS} Bidder shall arrange for site visit in advance by contacting Iowa Braille & Sight Saving School, 1002 G Avenue, Vinton, Iowa 52349, Phone: 319-472-5221.

11.1.3. Based the bid upon the materials and equipment described in the contract documents.

11.1.4. Agreed that the Contract Time will commence upon receipt of a written Notice of Award or Notice to Proceed from the Owner, and to complete all work in accordance with the Project Milestone Schedule in Article 3 of the Special Conditions, excepting for delays covered in Article 8 of the General Conditions of the Contract.

11.1.5. Given preference to use of Iowa domestic labor and products and provisions grown and coal produced within the state of Iowa.

- 11.2 Failure of the selected bidder to fulfill the representations of this Article shall in no way relieve the obligation of the bidder to furnish all material and labor necessary to carry out the provisions of the contract, nor shall such failure constitute grounds for extra compensation over the price stated in the accepted bid.

ARTICLE 12 - SUBSTITUTIONS

- 12.1 No substitution for the materials and equipment described in the contract documents will be considered during the bidding period unless written request has been submitted to **{IB7a}**{mergefield AE}, {mergefield AEAddress1}, {mergefield AECityState}, **{IB7b}**Facilities Planning and Management, General Services Building, Iowa State University, Ames, Iowa 50011-4001, **{IB7c}**Utilities, Facilities Planning and Management, Power Plant, Iowa State University, Ames, Iowa 50011-4023 {end delete} for approval at least fourteen (14) days prior to the date set for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- 12.2 If **{IB8a}**{mergefield AE} **{IB8b}**Facilities Planning and Management **{IB8c}**Utilities, Facilities Planning and Management{end delete} approves any proposed substitution, such approval shall not be considered official until it is set forth in an addendum. Bidders are cautioned to refrain from including in their bid any substitutions which are not confirmed by written addenda.

ARTICLE 13 - ADDENDA AND INTERPRETATIONS

- 13.1 Each bidder shall examine the contract documents carefully and, not later than seven (7) calendar days prior to the date set for receipt of bids, shall make written request to **{IB9a}**{mergefield AE}, {mergefield AEAddress1}, {mergefield AECityState}, **{IB9b}**Facilities Planning and Management, General Services Building, Iowa State University, Ames, Iowa 50011-4001, **{IB9c}**Utilities, Facilities Planning and Management, Power Plant, Iowa State University, Ames, Iowa 50011-4023{end delete} for interpretation or correction of any ambiguity, inconsistency or error therein which may be discovered.
- 13.2 Any and all interpretations, corrections, revisions, and amendments shall be issued by Printing Services to all holders of bidding documents in the form of written addenda. Such addenda shall be issued so as to be received at least forty-eight (48) hours prior to the time set for the receipt of bids. All addenda so issued shall become part of the contract documents and shall be acknowledged in the Form of Bid.
- 13.3 Only those interpretations, corrections, revisions and amendments confirmed by written addenda shall be binding. Bidders are cautioned to refrain from including in their bid any interpretations, corrections, revisions, and amendments which are not confirmed by written addenda.
- 13.4 Any questions relating to the technical specifications may be directed to the following individuals:

{IB10a} {mergefield AENAME}
 {mergefield AE}
 Phone: {mergefield AEPHONE}
 E-mail: {mergefield AEMAIL}

{IB10b}	Name	E-mail	Phone
	Architectural: {mergefield FPMAENAME} FPMAEPHONE}	{mergefield FPMAEMAIL}	515-{mergefield
	Mechanical: { }	{ }	{ }
	Electrical: { }	{ }	{ }

ARTICLE 14 - BID PREFERENCE

- 14.1 All bidders shall certify their state or country of domicile by completing the official address section of the Form of Bid.

- 14.2 Nonresident bidders are advised that under Iowa law, when a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. "Resident Bidder" means a person or entity authorized to transact business in this state and having a place of business for transacting business within the state 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. If another 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.
- 14.3 Nonresident bidders shall certify on the Form of Bid the resident preference given by their state or country of domicile.

ARTICLE 15 - METHOD OF AWARD

- 15.1 Owner may reject any or 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 interests.
- 15.2 Contract shall be considered awarded when the selected bidder receives a written "Notice of Award" from the Owner.

ARTICLE 16 - EXECUTION OF CONTRACT

- 16.1 Selected bidder shall, within ten (10) calendar days after receipt of Notice of Award, enter into written contract with the Owner in the Form of Agreement included in these documents, for performance of the work described in the Contract Documents.
- 16.2 The Contract, when duly executed, shall represent the entire agreement between parties.
- 16.3 Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a performance and payment surety bond in the amount of 100% of the Contract Sum as security for faithful performance of the Contract and for the payment of all persons performing labor and furnishing materials for the work, or pursuant to Supplementary Conditions, evidence of eligibility for waiver of the bond requirements. The bond shall be on the form included herein. The surety on such bond shall be a surety company duly authorized to do business in the state of Iowa. Persons who sign surety bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 16.4 Completed Contract and Contract Performance and Payment Bond shall be dated the same and executed in three (3) original counterparts.

ARTICLE 17 - PARKING

- 17.1 Parking information, including map, for visitors to the General Services Building can be accessed on Facilities Planning & Management website at { HYPERLINK "http://www.fpm.iastate.edu" } under the heading Planning, Design and Construction. For

a more detailed campus map see { HYPERLINK "http://www.fpm.iastate.edu/maps"
}. Campus maps are available at the ISU Information Booth on University Boulevard.

ARTICLE 18 - PREBID CONFERENCE

18.1 Bidder is encouraged to attend a prebid conference as shown in the Advertisement for Bids.

END OF SECTION

ALL BLANKS TO BE COMPLETED
ONLY BIDS ON THESE FORMS WILL BE ACCEPTED

FORM OF BID
for
CONSTRUCTION CONTRACT
for

{MERGEFIELD PROJECT}
{FB1}
at the

{Special School project - change to School name }IOWA STATE UNIVERSITY OF SCIENCE AND
TECHNOLOGY
{Special School project - change to Council Bluffs or Vinton }Ames, Iowa

_____ {FB2}2013

To: BOARD OF REGENTS, STATE OF IOWA
Iowa State University
Facilities Planning and Management
General Services Building
Ames, Iowa 50011-4001

1. The undersigned Bidder, in response to your Advertisement for Bids 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 _____.

{FB3a}BASE PROPOSAL: Bidder agrees to perform all of the work described in the proposed Contract Documents and shown on the Drawings for the sum of

_____ Dollars

(\$_____). **Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.**

{FB4}ALTERNATE PROPOSAL{S}:

Alternate No. 1: {Description}

Add sum of:

_____ Dollars

(\$_____)

Deduct sum of:

_____ Dollars

(\$_____)

Alternate No. 2: {Description}

Add sum of:

_____ Dollars

(\$_____)

Deduct sum of:

_____ Dollars

(\$_____)

{FB5}UNIT PRICE{S}:

Unit Price No. 1: {Description}

_____ Dollars per { }

(\$_____)

Unit Price No. 2: {Description}

_____ Dollars per { }

(\$_____)

2. The undersigned Bidder states that full compliance with the proposed Contract Documents is maintained in this bid.
3. 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.

4. It is hereby agreed that when entering into this contract with the state of Iowa, the vendor/contractor warrants that it has taken documented steps to encourage the participation of TSB's for the purpose of subcontracting and supplying of materials.
5. 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.
6. Bidder agrees that this bid shall be good and may not be withdrawn for a period of **{FB6}**forty-five (45) calendar days after the public opening and reading of the bids.
7. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; (d) that Bidder has not sought by collusion to obtain any advantage over any other bidder or over the Owner; and (e) that Bidder is a resident or a resident corporation (as defined in Article 14 of the Instructions to Bidders) of the state or country of domicile written below as the Bidder's official address.
8. Bidder hereby certifies that the Bidder is registered with the Iowa Labor Commissioner.
9. A nonresident corporation certifies by submittal of this bid that the corporation has complied with Section 490.1501 of the Code of Iowa. The corporation certifies it shall also comply with Chapter 73 of the Code and give preference to products and provisions grown and coal produced within the state of Iowa.

If Bidder is a nonresident as defined in the Code of Iowa, Chapter 73, Bidder certifies the following:
(Must check one of the boxes)

The Bidder's state or country of domicile **does not** provide any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or country of domicile.

OR

The Bidder's state or country of domicile **does** provide preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or country of domicile. Provide the following information:

Indicate the type of preference: _____

Percentage preference, if applicable: _____

Applicable statute reference (Code, Section, & Paragraph): _____

FIRM NAME _____

Date: _____

Signed By _____

OFFICIAL ADDRESS

Typed Name _____

(Title) _____

MAILING ADDRESS (if different from above)

EMAIL ADDRESS _____

Telephone No. _____

Fax No. _____

Federal Tax Identification No. _____

Iowa Contractor Registration No. _____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

_____ as Principal, hereinafter called the Principal, a corporation partnership individual duly authorized by law to do business as a construction contractor in the state of Iowa, and

_____ (Surety Company name)

a corporation duly authorized to do a surety business under the Laws of the state of Iowa as Surety, hereinafter called the Surety, are held and firmly bounds unto the Board of Regents, State of Iowa as Obligee, hereinafter called the Obligee, in the penal sum of

_____ Dollars

\$ _____

OR

_____ % of the bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the project named:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____
20_____

Principal

Witness

Signature

Print or type name signed above

Title

Witness

Surety Seal

Signature

Print or type name signed above

END OF SECTION

**Board of Regents, State of Iowa
EQUAL EMPLOYMENT OPPORTUNITY
DATA REPORTING FORM**

INSTRUCTIONS:

The Board of Regents, State of Iowa asks your cooperation in completing this form, which is designed to gather data relative to your work force. Please include the completed form as part of your bid documents.

- 1. **EMPLOYMENT DATA:** In the first column, include the current total number of employees. These figures should be indicative of your present work force, not those employees working on a particular Regents project.

	Total No. of Employees	Minorities	Females
Officials & Managers			
Professionals			
Office & Clerical			
Plumbers & Steamfitters			
Electrical Workers			
Bricklayers			
Carpenters			
Laborers			
Ironworkers			
Operating Engineers			
Painters			
Sheet Metal Workers			
Elevator Constructors			
Asbestos Workers			
Boilermakers			
Roofers			

2. _____ - _____
 Company Name Telephone Number

 Address City State Zip Code

 Date Signature of Official Completing this Report

NOTE: This should be signed by the same legally authorized representative who signs the bid.

END OF SECTION

CERTIFICATE OF REPORTING

The undersigned hereby certifies that he/she has filed an Equal Employment Opportunity Data Reporting Form with one of the Board of Regents, State of Iowa institutions in the past twelve (12) months.

Company Name

Address

City State Zip Code

Signature of Official Completing this Report Date

NOTE: This should be signed by the same legally authorized representative who signs the bid.

END OF SECTION

BOARD OF REGENTS, STATE OF IOWA
TARGETED SMALL BUSINESS FORM

PROJECT: {mergefield Project}
{TSB1}

Bidder's Company Name Area Code/Telephone

Address City State Zip Code

Bidder to fill out Columns 1 through 5 and submit with their bid.

Column 1 TSB Company Name and Address	Column 2 Phone No.	Column 3 Date(s) Contacted	Column 4 Quotes Received Yes/No	Column 5 Quotation Used in Bid Dollar Amt. Proposed to be Contracted

(Use second sheet if needed.)

If Bidder **did not** contact any certified Targeted Small Businesses then state reason(s) why:

Date

Signature of Bidder
(The same person that signs the Form of Bid)

END OF SECTION

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

This AGREEMENT made the { }*{leave prior stop-delete this one}*_____ day of { }*{leave prior stop-delete this one}*_____ in the year **{FA1}**Two Thousand Thirteen BY AND BETWEEN { }*{leave prior stop-delete this one}*_____, hereinafter called the Contractor, and the Board of Regents, State of Iowa, hereinafter called the Owner, on behalf of Iowa State University, WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all of the materials and perform all of the Work shown on the Drawings and/or described in the Specifications entitled:

{mergefield Project}
{FA2}

{FA3a}{Outside DP only}prepared by {mergefield AE}, acting as and, in these Contract Documents entitled, the Design Professional. The Contractor shall do everything required by this Agreement, and the Contract Documents for the completion of the Contract.

{FA3aa}{Outside DP and CM Firm}prepared by {mergefield AE}, acting as and, in these Contract Documents entitled, the Design Professional and {mergefield CMF}, Construction Management firm. The Contractor shall do everything required by this Agreement, and the Contract Documents for the completion of the Contract.

{FA3b}{FP&M DP} prepared by Iowa State University, Facilities Planning and Management acting as and, in these Contract Documents entitled, the Design Professional. The Contractor shall do everything required by this Agreement, and the Contract Documents for the completion of the Contract.

{FA4a}Article 2. Commencement and Completion of Work - The work to be performed under this Agreement shall be completed in _____{ }*{ leave prior stop code, delete this one }*calendar days from the commencement of the Contract Time. It is agreed that the Contract Time is of prime importance and of the essence of this Agreement and that failure to complete the Work on schedule will cause the Owner to sustain substantial damages. The Contract Time will, however, be extended in the event of occurrence of any conditions described in Paragraph 8.3 of the General Conditions of the Contract.

{FA4b}Article 2. Commencement and Completion of Work - The work to be performed under this Agreement shall be completed by _____{ }*{ leave prior stop code, delete this one }*. It is agreed that the Contract Time is of prime importance and of the essence of this Agreement and that failure to complete the Work on schedule will cause the Owner to sustain substantial damages. The Contract Time will, however, be extended in the event of occurrence of any conditions described in Paragraph 8.3 of the General Conditions of the Contract.

{FA5}Article 2a. Liquidated Damages - In the event the Contractor shall fail to meet the requirements for substantial completion of the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay to the Owner the sum of { } and No/100 Dollars (\$ { }) { }for each and every calendar day that the time consumed in completing his work exceeds the time allowed therefore. Said sum is hereby fixed and agreed as the liquidated damages that the Owner will suffer by reason of such delay, in view of the difficulty of accurately ascertaining the loss which the Owner will suffer by reason of inability to enter into possession, occupy or use the structure or facility, and is not imposed as a penalty. The Owner will deduct and retain out of the moneys which may become due hereunder to the Contractor the amount of such liquidated damages, and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the Owner, the Contractor shall pay the difference upon demand by the Owner.

Article 3. The Contract Sum - The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds the NET CONTRACT SUM indicated below:

{FA6}BASE				
PROPOSAL				\$ _____
{ }				
{ }ALTERNATE	NO.	1	(({ }add){	
}deduct)				\$ _____
{ }				
{ }ALTERNATE	NO.	2	(({ }add){	
}deduct)				\$ _____
{ }				
{ }ALTERNATE	NO.	3	(({ }add){	
}deduct)				\$ _____
{ }				
{ }ALTERNATE	NO.	4	(({ }add){	
}deduct)				\$ _____
{ }				
NET				CONTRACT
SUM				\$ _____
{ }				

Article 4. Progress Payments - The Owner will make partial progress payments to the Contractor not more than once a month on the basis of a certified estimate of the work performed and material satisfactorily stored, the value of which is substantiated by vendors' priced invoices, as set forth in the General Conditions of the Contract. Payments will be made without retention until ninety-five percent of the contract amount has been paid. The Owner will withhold the remaining five percent of the contract amount until final payment consistent with the provisions of Chapters 262 and 573 of the Code of Iowa.

Article 5. Acceptance and Final Payment - Final payment of the remaining portion of the contract will be made thirty days after fulfillment of all requirements of the Contract Documents and acceptance by the Board of Regents, State of Iowa, provided no claims have been filed against payments due the Contractor.

{FA7}Article 6. The Contract Documents - This instrument, together with the documents enumerated below, form the Contract, and they are as fully a part of the Contract as if hereto attached:

1. Advertisement for Bids **{ OR }** Information for Bidders
2. Instructions to Bidders
3. Addendum(a) – Number { } *{ leave prior stop code but delete this one }*
4. Form of Bid for Construction Contract
5. Targeted Small Business Participation Form
6. Notice of Award { } and Notice to Proceed
7. Contract Performance and Payment Bond { } *{ leave prior stop code but delete this one }*
8. General Conditions
9. Supplementary Conditions
10. Special Conditions
11. General Requirements (Division 1)
12. Technical Specifications (All other Divisions)
13. **{ a }** Drawings numbered - (will be included when contract is prepared) { } *{ leave prior stop code, delete this one }* **{ b }** Drawings - Included in Project Manual { } *{ leave prior stop code, delete this one }*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

{ } { leave prior stop code, delete this one }
Contractor

Countersigned:

{ } { leave prior stop code, delete this one }

Signed By _____
(Principal)

(Title)

Typed Name _____

(Title)

Approved for the Board of Regents,
State of Iowa

{FA8a}Executive Director
{FA8b}Senior Vice President for Business &
Finance,
Iowa State University

END OF SECTION

CONTRACT PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, { }*leave prior stop-delete this one* of { }*leave prior stop-delete this one* (hereinafter called the "Principal"), a corporation, partnership, individual duly authorized by Law to do business as a construction contractor in the state of Iowa, and of (hereinafter called the "Surety"), a corporation duly authorized to do a surety business under the laws of the state of Iowa, are held and firmly bound unto the Board of Regents, State of Iowa (hereinafter called the "Obligee"), in the penal sum of { }*leave prior stop-delete this one* and No/100 Dollars (\$ { }*leave prior stop-delete this one*), lawful money of the United States, for the payment of which well and truly to be made unto the said Obligee, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the { }*leave prior stop-delete this one* day of { }*leave prior stop-delete this one*, 2013, the said Principal entered into a written Agreement with Obligee for **{Mergefield Project},{CPB2}** located *{for farms project; use "near" in place of "at"}at {for Special School project; change city}*Ames, Iowa as set forth in detail in the Advertisement for Bids, Instructions to Bidders, Accepted Bid, General, Special and/or Supplementary Conditions, Technical Specifications, Drawings, and other related Contract Documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, If the said Principal shall well and truly perform and complete said project in strict accordance with said Agreement including completion of construction within the time limits specified, together with full compliance with other requirements set forth by Advertisement for Bids, Instructions to Bidders, Accepted Bid, General, Special and/or Supplementary Conditions, Technical Specifications, Drawings, Guarantees, and other related Contract Documents shall comply with all the requirements of the laws of the state of Iowa, shall pay as they become due all just claims for work or labor performed and materials furnished in connection with said Agreement, and shall defend, indemnify, and save harmless Obligee against any and all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind including patent infringement claims except as otherwise provided in said specifications and other Contract Documents, arising out of or in relation to the performance of said work and the provisions of said Agreement, then these presents shall be void; otherwise they shall remain in full force and effect in any manner necessary to guarantee completion of the Contract in full compliance with the Contract Documents and within the construction period stated therein.

The Principal and the Surety on this bond hereby guarantee the full performance of said Agreement by the Principal and hereby covenant and agree to save the Obligee harmless from any and all defaults or failures of the Principal to so perform, and to pay, to the extent of the amount of this bond, any and all damages occasioned to the Obligee by the failure of the Principal to fully perform as required under his Contract.

This obligation is made for the use of said Obligee and also for the use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement and may be sued on thereby in the name of said Obligee. The Principal and Surety on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the Obligee is required to retain until completion of the public improvement, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To any extension of time to the Contractor in which to perform the contract.
- b. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material or construction in non-compliance with the Contract Documents not discovered or known to the Obligee at the time such work was accepted.

IN TESTIMONY WHEREOF, The parties hereunto have caused the execution hereof in three (3) original counterparts as of the ____ day of _____, {CPB3}2013.

	_____ Principal
Attest:	Signed By _____
_____	Typed Name _____
	_____ (Title)
(SEAL)	_____ Surety
Attest:	Signed By _____
_____	Typed Name _____
	_____ (Title)
	Mailing Address _____

	Telephone Number _____

Approved for the Board of Regents,
State of Iowa

{CPB4a}Executive Director
{CPB4b}Senior Vice President for Business & Finance,
Iowa State University

END OF SECTION

BOARD OF REGENTS, STATE OF IOWA
UNIFORM
GENERAL CONDITIONS OF THE CONTRACT

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Design Professional and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Drawings are intended to show general arrangements, design, and dimensions of work and are partly diagrammatic. Dimensions shall not be determined by scale or rule. If figured dimensions are lacking, they shall be supplied by the Design Professional on the Contractor's written request to the Owner's Representative.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.1.8 THE DESIGN PROFESSIONAL

The Design Professional is an entity engaged by the Owner to provide professional design services for the Project.

1.1.9 THE OWNER

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

1.1.10 THE CONTRACTOR

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

1.1.11 THE SUBCONTRACTOR

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

1.1.12 THE SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

1.1.13 PUNCH LIST

The term "punch list" shall mean the list of items prepared in connection with the inspection of the Project by the Owner's Representative and/or Design Professional in connection with Substantial Completion of the Work or a portion of the Work which the Owner's Representative and/or Design Professional has designated as remaining to be performed, completed or corrected before the Work will be accepted by the Owner.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract shall be executed as set forth in the Instructions to Bidders.

- 1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor represents that it has performed its own investigation and examination of the Work site and its surroundings and satisfied itself before entering into this Contract as to:
- .1 conditions bearing upon transportation, disposal, handling, and storage of materials;
 - .2 the availability of labor, materials, equipment, water, electrical power, utilities and roads;
 - .3 conditions bearing upon security and protection of material, equipment, and Work in progress;
 - .4 the extent of the Work site, including the surface and sub-surface conditions;
 - .5 the extent and nature of Work and materials necessary for the execution of the Work; and,
 - .6 the means of access to the site and the accommodations it may require.

The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.

- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- 1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- 1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.2.6 Data in the Contract Documents concerning lot size, ground elevations, present obstructions on or near the site, locations and depths of sewers, conduits, pipes, wires, etc., position of sidewalks, curbs, pavements, etc., and nature of ground and subsurface conditions have been obtained from sources the Design Professional believes reliable. The Contractor shall verify such data to the extent possible through normal construction procedures, including but not limited to, contacting utility owners and by prospecting after receiving Notice of Award.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 1.3.1 All Drawings, Specifications and other documents, and copies thereof, are and shall remain the Owner's property. They are not to be reproduced or used on any other project.

1.4 CAPITALIZATION

- 1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, and (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document.

1.5 INTERPRETATION

- 1.5.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- 1.5.2 Written interpretations necessary for the proper execution or progress of the Work in the form of Drawings or otherwise, will be issued with reasonable promptness and in accordance with any schedule agreed upon. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents and may be effected by written orders per Paragraph 7.4.

ARTICLE 2 - OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.1.1 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project.
- 2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 2.1.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.
- 2.1.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.
- 2.1.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.2 OWNER'S RIGHT TO STOP THE WORK

- 2.2.1 If the Contractor fails to correct the Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

- 2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 - CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 3.1.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.1.1 and shall at once report to the Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.
- 3.1.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner at once.
- 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.
- 3.1.4 Figured dimensions on the Plans shall be used in preference to scaling the Drawings. If Contractor scales Drawings, dimensions so obtained shall be the sole responsibility of the Contractor.
- 3.1.5 Where the Work of the Contractor is affected by finish dimensions of manufacturer's equipment, the finish dimensions shall be determined by the Contractor, who shall assume the responsibility for proper coordination.
- 3.1.6 During the progress of work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment, and proceed with the fabrication to meet field conditions. The Contractor shall consult all Contract Documents to determine the exact location of all work and verify spatial relationships of all work. Any question concerning said location or spatial relationships, shall be submitted to the Owner's Representative and Design Professional. Specific locations for equipment, pipelines, ductwork and other such items of work, where not dimensioned on plans, shall be determined in consultation with Owner's Representative and Design Professional. The Contractor shall be responsible for the proper fitting of Work in place.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instruction concerning these matters.
- 3.2.2 The Contractor shall be responsible to the Owner for acts, defaults and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- 3.2.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties performed in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.2.4 The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work.
- 3.2.5 The Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruptions as to allow the Owner time to adjust its operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility for any resulting delays, additional costs, or other liabilities solely with the Contractor.
- 3.2.6 The Contractor shall forward all communications to the Owner through the Owner's Representative.
- 3.2.7 Prior to commencing the Work under the Contract, the Contractor shall contact all affected entities supplying utilities and arrange for the moving of such utility installations as is necessary for the performance of the Work. It shall be the responsibility of the Contractor to coordinate the Work with that of the affected entities in such a manner as to cause the least possible interference.

3.3 CONTRACTOR CONDUCT/SEXUAL HARASSMENT

- 3.3.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.3.2 The Owner will not tolerate sexual harassment. Sexual harassment is a form of sex discrimination as defined in the Code of Iowa and is illegal.
- 3.3.3 Sexual harassment is defined as unwelcomed advances, verbal or physical conduct of a sexual nature, or requests for sexual favors when submission to such behavior is made a condition or status of employment.
- 3.3.4 Sexual harassment between Contractor, Contractor's employees, Subcontractors and the Owner is prohibited and could result in the dismissal of the offending party from the Project.

3.4 LABOR AND MATERIALS

- 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.5 WARRANTY AND GUARANTEE

- 3.5.1 The Contractor warrants and represents to the Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All the Work not conforming to these standards including substitutions not authorized as provided elsewhere in the Contract Documents may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 3.5.2 The Warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.
- 3.5.3 The Contractor warrants all equipment and materials furnished and Work performed under this Contract against defective materials and workmanship for a period of twelve (12) months after acceptance as provided in this Contract, unless a longer period is specified, regardless of whether the same were furnished by the Contractor or any Subcontractors of any tier. Upon written notice from the Owner of any breach of warranty during the applicable warranty period due to defective material or workmanship, the affected part or parts shall be repaired or replaced by the Contractor at no cost to the Owner. Should the Contractor fail or refuse to make the necessary repairs, replacements, and tests when requested by the Owner, the Owner may perform the necessary work and tests to be performed, at the Contractor's expense, or exercise the Owner's rights under Article 14 in the General Conditions and Supplementary Conditions.
- 3.5.4 The Guarantee provided herein shall be in addition to and not in limitation of any other guarantee or remedy provided by law or by the Contract Documents.
- 3.5.5 Should one or more defects in the Work appear within the specified warranty period, the Owner shall have the right to continue to use or operate the defective part or apparatus until such time as it can be taken out of service without loss or inconvenience to the Owner.
- 3.5.6 Neither the final payment, nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, nor expiration of warranty stated herein constitute acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability for non-conforming work. The Contractor shall immediately remedy any defects in the Work and pay for any damage to other Work resulting therefrom upon written notice from the Owner. Should the Contractor fail or refuse to remedy non-conforming work, the Owner may perform the work necessary to bring the work into conformance with the Contract Documents at the Contractor's expense.

3.6 TAXES

- 3.6.1 Except when sales tax exemption certificates are provided by the Owner in accordance with Paragraph 3.6.2, the Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 3.6.2 Iowa Construction Sales Tax Exemption Certificates and authorization letters will be provided by the Owner to the Contractor and Subcontractors for use on this project in accordance with the regulations of the Iowa Department of Revenue and Finance. This exemption certificate will authorize suppliers to sell construction materials that will be incorporated into and made part of the Work exempt from Iowa sales tax and any applicable local option sales tax and school infrastructure local option sales tax. Complete information on qualifying materials can be found on the Iowa Department of Revenue and Finance web site at www.state.ia.us/tax. It is the responsibility of the Contractor and Subcontractors to maintain records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on the project are subject to sales and local option taxes and these taxes must be paid directly to the Iowa Department of Revenue and Finance.

3.7 PERMITS, FEES AND NOTICES

- 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
- 3.7.2 All construction under this contract shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to and will take precedence over local governmental bodies' regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with other applicable local regulations. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
- 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate Modification.
- 3.7.4 If the Contractor performs the Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8 ALLOWANCES

- 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.
- 3.8.2 Unless otherwise provided in the Contract Documents:
- .1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;

- .2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, except when a sales tax exemption certificate has been provided as indicated in Paragraph 3.6.2, less applicable trade discounts;
- .3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
- .4 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.9 PROJECT MANAGEMENT PERSONNEL

- 3.9.1 The Contractor shall employ a competent project manager, superintendent and necessary assistants. The superintendent shall be in attendance at the Project site during performance of the Work and shall represent the Contractor. Communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.
- 3.9.2 The project manager and superintendent shall be approved by the Owner and, unless they cease to be in the employ of the Contractor, shall not be changed without prior consent of the Owner.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- 3.10.1 The Contractor promptly after being awarded the Contract, shall prepare and submit for the Owner's approval, a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- 3.10.2 The Contractor shall prepare and keep current, for the Owner's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Owner reasonable time to review submittals.
- 3.10.3 The Contractor shall conform to the most recent schedules.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

- 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Owner and shall be delivered to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

- 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review is subject to the limitations of Subparagraph 4.1.5.
- 3.12.5 The Contractor shall review, approve and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. At the time of submission the Contractor shall identify in writing any deviation in the Shop Drawings, Product Data or Samples from the requirements of the Contract Documents.
- 3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved. Such Work shall be in accordance with approved submittals. Unapproved Shop Drawings shall not be permitted on the job site.
- 3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically identified in writing such deviation at the time of submittal and has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the approval thereof.
- 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals. The Contractor shall make any corrections required by the Owner and shall resubmit the required number of corrected copies of Shop Drawings, Product Data or new Samples until approved.
- 3.12.10 Informational submittals upon which responsive action is not expected to be taken may be so identified in the Contract Documents.
- 3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

- 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

- 3.13.2 Any additional facilities or areas required for construction operations or storage of materials shall be provided by the Contractor at no additional cost to the Owner.
- 3.13.3 The Contractor shall take all necessary precautions to prevent damage to pipes, conduits, and other underground structures. The Contractor shall protect from disturbance or damage all monuments and property marks until an authorized agent of the Owner has witnessed or otherwise referenced their location and the Contractor shall not remove such marks or monuments until directed.

3.14 CUTTING AND PATCHING

- 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

- 3.15.1 The Contractor shall at all times keep the site of the Work and adjacent premises as free from materials, debris, rubbish and trash as practicable, and shall remove same from any portion of the site if, in the opinion of the Owner, such materials, debris, rubbish or trash constitute a nuisance or are objectionable in any way to the public. The Contractor shall be responsible for the removal of dirt accumulations or any other debris on campus roads and public streets and highways resulting from the Contractor's operations of the Work.
- 3.15.2 At the completion of the Work, the Contractor shall remove all materials, implements, barricades, equipment, staging, piling falsework, debris and rubbish connected with or caused by operations for such Work immediately upon the completion of that Work and shall leave the premises in perfect condition insofar as affected by the Work under the Contract. Fires for disposal of rubbish on the site are prohibited.
- 3.15.3 If the Contractor should fail to clean up the premises as required in Subparagraphs 3.15.1 and 3.15.2, the Owner after giving the Contractor forty-eight hours notice, may do so and charge the cost thereof to the Contractor.

3.16 ACCESS TO WORK

- 3.16.1 The Contractor shall provide the Owner and Design Professional access to the Work in preparation and progress wherever located.
- 3.16.2 The Contractor shall furnish the Owner and Design Professional all necessary assistance to facilitate inspections throughout the process of manufacture or construction, or for the examination of any materials entering into the Work or for any other purpose required in the discharge of the Owner's duties.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or Claims for infringement of patent rights and shall hold the Owner and Design Professional harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.

3.18 INDEMNIFICATION

3.18.1 To the full extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its Design Professional, consultants, agents, and employees and the Board of Regents, State of Iowa from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance and compliance of the Work under the terms and obligations of this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any intentional act, negligent act or omission of the Contractor, any Subcontractor, anyone employed by any of them or anyone for whose acts or omissions any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

3.18.2 In any and all Claims against the Owner and its consultants or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 3.18 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 Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under Paragraph 3.18 shall not extend to the liability of the Owner and its consultants, its agents or employees arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Contract Change Orders, designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, its agents or employees providing such giving or failure to give directions or instructions is the primary cause of the injury or damage.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ADMINISTRATION OF THE CONTRACT

4.1.1 The Owner will provide administration of the Contract as described in the Contract Documents. The Contractor shall forward all communications to the Owner through the Owner's Representative. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

- 4.1.2 The Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.2. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 4.1.3 Based on observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.
- 4.1.4 The Owner will have authority to reject the Work which does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.
- 4.1.5 The Owner may review Contractor's submittals such as Shop Drawings, Product Data and Samples. Action by the Owner will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the Owner's judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.2, 3.5 and 3.12. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures.
- 4.1.6 The Owner will prepare written amendments to the Contract, Change Orders, Construction Change Directives, and written orders for minor changes in the Work as provided in Paragraph 7.4.
- 4.1.7 The Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, receive written warranties and related documents required by the Contract and assembled by the Contractor, and make final payment upon compliance with the requirements of the Contract Documents.

4.2 DUTIES OF THE DESIGN PROFESSIONAL

- 4.2.1 The Design Professional will advise and consult with the Owner. The Design Professional will have authority to act on behalf of the Owner only to the extent provided herein. The duties, responsibilities and limitations of authority of the Design Professional during construction will not be modified or extended without the written consent of the Owner, the Contractor and the Design Professional.
- 4.2.2 The Design Professional will visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of these on-site observations, the Design Professional will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

- 4.2.3 The Design Professional will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Design Professional be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Design Professional will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.
- 4.2.4 Based on the Design Professional's observations and an evaluation of the Contractor's applications for payment, the Design Professional will recommend to the Owner the amounts owing to the Contractor and will certify payment supporting such amounts.
- 4.2.5 The Design Professional will interpret the Contract Documents and judge the performance thereunder by both the Owner and the Contractor as follows:
- .1 the Design Professional will render interpretations necessary for the proper execution or progress of the Work with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Design Professional for such interpretations;
 - .2 claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Design Professional for recommendation which the Design Professional will render in writing within a reasonable time;
 - .3 all interpretations and recommendations of the Design Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of Drawings. In the Design Professional's interpretations and judgments, the Design Professional will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or judgment rendered in good faith;
 - .4 any claim, dispute or other matter in question between the Contractor and the Owner referred to the Design Professional, except those which have been waived by the making or acceptance of final payment as provided in the Uniform General Conditions of the Contract, shall be subject to arbitration in accordance with the provisions of the Uniform General Conditions of the Contract.
- 4.2.6 The Design Professional will review Contractor's submittals such as Shop Drawings, Product Data and Samples. The Design Professional's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the Design Professional's judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Professional's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.2, 3.5 and 3.12. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of any construction means, methods, techniques, sequences or procedures.

- 4.2.7 The Design Professional will conduct on-site observations at substantial completion and final completion, and will receive and forward to the Owner documents required by the Contract and assembled by the Contractor. The Design Professional shall advise the Owner that the Work is complete and in compliance with all the requirements of the Contract Documents.
- 4.2.8 In case of the termination of the employment of the Design Professional, the Owner shall appoint a Design Professional against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the terminated Design Professional.

4.3 CLAIMS AND DISPUTES

- 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 4.3.2 Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.
- 4.3.3 Should concealed conditions encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature be encountered, which conditions differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Contract, and which will be considered by the Contractor as the basis for a Claim for extra compensation, the Contractor shall immediately notify the Owner of the alleged condition or variance before such conditions are disturbed. By failing to give such notice, the Contractor shall waive all rights to extra compensation of any kind arising out of the unusual conditions. The Owner shall investigate the unusual conditions promptly upon receipt of Contractor's notice and shall determine the Contractor's right to additional compensation and/or additional time. Any and all such changes in Contract Sum or Contract Time arising out of the discovery of unusual conditions shall be treated in accordance with the provisions of this Article.

4.4 ARBITRATION

- 4.4.1 Any questions raised about a decision of the Owner may be submitted to arbitration by mutual agreement of the parties to the Contract. Should the Owner fail to make a decision within a reasonable period, a request for arbitration may then be made as if the Owner's decision had been rendered against the party requesting arbitration. Any request for arbitration shall be in writing and shall be delivered to the Owner and any adverse party either by personal delivery or by registered mail addressed to the last known address of each within ten (10) days of receipt of the Owner's decision, and in no event after final payment has been made and accepted, subject, however, to any express stipulation to the contrary in the Contract Documents.
- 4.4.2 No request for arbitration of any claim, dispute, or other matter may be made until the earlier of (1) the date on which the Design Professional has rendered a written recommendation, or (2) the tenth day after the parties have presented their evidence to the Design Professional or have been given a reasonable opportunity to do so, if the Design Professional has not rendered a written recommendation by that date.

- 4.4.3 If the parties mutually agree to arbitration, the parties shall sign and acknowledge a written agreement specifying what demands are to be submitted to the arbitrators, and the arbitration proceeding shall be limited to such demands.
- 4.4.4 If the parties mutually agree, the arbitration may be carried out in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Otherwise, the following procedure shall be followed:
- .1 if the parties agree, there may be one arbitrator; otherwise there shall be three, one named in writing by each party to this Contract and the third chosen by these two arbitrators. If they fail to select a third within fifteen (15) days, then such arbitrator shall be chosen by the presiding officer of the state or county bar association nearest to the location of the Work. Should the party requesting arbitration fail to name an arbitrator within ten (10) days of its demand, its right to arbitration shall lapse. Should the other party fail to choose an arbitrator within the said ten (10) days then such presiding officer shall appoint such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte;
 - .2 no one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or the Work or who has any business or family relationship with the Owner, the Contractor, or the Owner's Representative. Each arbitrator selected shall be qualified by experience and knowledge of the Work involved in the matter to be submitted to arbitration;
 - .3 if there be one arbitrator, the award shall be binding; if three, the award of any two shall be binding and may be impeached only for fraud or mistake. Such award shall be a condition precedent to any right of legal action;
 - .4 the arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense and trouble incident to the arbitration and, if the arbitration was taken without reasonable cause, damages for delay;
 - .5 if there is no provision in the arbitration agreement respecting costs and compensation of arbitrators, the arbitrators shall fix their own compensation, and shall assess the costs of the arbitration upon either or both parties;
 - .6 the award of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award.

ARTICLE 5 - SUBCONTRACTORS

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

- 5.1.1 The Contractor shall furnish in writing to the Owner within forty-eight (48) hours after receipt of the Notice of Award, a list of the names of subcontractors who will work on the Project. The Contractor shall provide an Iowa Contractors registration number for all Subcontractors. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed Subcontractor. If a Subcontractor named by the Contractor on the list is replaced, or if the cost of work to be done by a Subcontractor is reduced, the Contractor shall advise the Owner of the name of the new Subcontractor or the amount of the reduced cost.

- 5.1.2 The Contractor shall not contract with a proposed Subcontractor to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 5.1.3 If the Owner refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirement of the Contract Documents, the Contractor shall promptly submit an acceptable substitute.
- 5.1.4 The Contractor shall not change a Subcontractor, previously selected, if the Owner makes reasonable objection to such change.

5.2 SUBCONTRACTUAL RELATIONS

- 5.2.1 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:
 - .1 preserve and protect the rights of the Owner under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
 - .2 require that such Work be performed in accordance with the requirements of the Contract Documents;
 - .3 require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 9;
 - .4 require that all Claims for additional costs, extensions of time, damages for delays or other claims with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like Claims by the Contractor against the Owner;
 - .5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Article 11, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under the Special Conditions; and
 - .6 inform Subcontractors of their rights under Chapter 573, Code of Iowa; and
 - .7 obligate each Subcontractor to consent specifically to the provision of this Paragraph.
- 5.2.2 In accordance with Chapter 573 of the Code of Iowa, Contractor shall make prompt payments to Subcontractors for satisfactory performance of the Work.
- 5.2.3 The Owner shall have no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

- 5.3.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
- 5.3.2 If the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.
- 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revision to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the contractor's construction and operations with theirs as required by the Contract Documents.
- 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects which may subsequently become apparent in such work by others.
- 6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

- 6.2.4 Should the Contractor cause damage to the Work or property of any separate contractor or be the cause of delay or failure to perform, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.
- 6.2.5 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.
- 6.2.6 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.
- 6.2.7 The Contractor shall execute all Work in such manner and in such order, or procedure, as will permit the commencement and carrying on of the Work of the Owner and of other contractors with the least interference possible using a reasonable procedure whenever it is necessary or desirable to execute such Work either simultaneously with the Work under this Contract, or otherwise. To this end the Contractor shall cooperate with and assist the Owner and other contractors in every reasonable way, and shall interfere as little as possible with their Work. The Contractor shall move, free of charge, the Contractor's plant equipment and materials or any part of same, whenever the Owner shall consider it reasonable and necessary for the Work of the Owner or other contractors.
- 6.2.8 The Contractor shall be responsible for furnishing accurate information for and participating in the development of a realistic Project schedule.

6.3 OWNER'S RIGHT TO CLEAN UP

- 6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as determined by the Owner.

ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGES

- 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or written order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- 7.1.2 A Change Order shall be based upon agreement between the Owner and Contractor; a Construction Change Directive may or may not be agreed to by the Contractor; and an order for a minor change in the Work may be issued by the Owner.
- 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.2 CHANGE ORDERS

- 7.2.1 A Change Order is a written instrument signed by the Owner and Contractor, stating their agreement upon all of the following:
- .1 a change in the Work;
 - .2 the amount of the adjustment in the Contract Sum, if any; and
 - .3 the extent of the adjustment in the Contract Time, if any.
- 7.2.2 Methods used in determining adjustments to the Contract Sum may include the following:
- .1 Lump Sum: mutual acceptance of a lump sum proposal based on an estimated cost of the increase or reduction in the Work, properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit Prices: unit prices stated in the Contract Documents or subsequently mutually agreed upon for the increase or reduction in the Work. Unit prices shall be inclusive of all costs and shall be applied to units of measure as defined in the Contract Documents for each category of Work;
 - .3 Time and Material: mutual acceptance of an adjustment based on time and material expenses with or without a not to exceed sum for the increase or reduction in the Work. The Owner may require that a time and material form be filled out for each day's work and signed by an authorized representative of the Contractor and approved by the Owner's Representative; or
 - .4 as provided in Subparagraph 7.3.6.
- 7.2.3 The pricing of changes in the Work which result in an adjustment to the Contract Sum shall be limited to the Contractor's direct expenses plus the applicable percentage of overhead and profit as described below:
- .1 net costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance. Labor costs shall be itemized to indicate trade, hourly rate, man hours, and total cost;
 - .2 net costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed. Material costs shall be itemized to include unit cost, quantity, and total cost for each item;
 - .3 net rental costs of machinery and equipment, exclusive of hand tools, used solely for the Change Order Work whether rented from the Contractor or others. Equipment costs shall be itemized to include equipment type, number of each, equipment charge out rate, and total cost for each item;
 - .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes, except when a sales tax exemption certificate has been provided as indicated in Paragraph 3.6.2, related to the Change Order Work. The Owner may require that the Contractor provide sufficient documentation of actual expenses claimed under this Subsection 7.2.3.4;
 - .5 costs of supervision and field office personnel directly attributable to the change. The Owner may require that the Contractor provide sufficient documentation of actual expenses claimed under this Subsection 7.2.3.5;

- .6 net cost of all work to be performed by the Contractor's Subcontractors. The direct expenses and overhead and profit percentages for work performed by Subcontractors is subject to the same limitations and requirements specified herein for the Contractor. Subcontractor costs shall be appropriately itemized and the Contractor shall furnish Subcontractor quotations or itemization for all costs included;
 - .7 a percentage mark-up for overhead and profit subject to the following limits:
 - .1 fifteen (15) percent maximum for Work directly performed by employees of the Contractor, Subcontractor, or Sub-Subcontractor;
 - .2 five (5) percent maximum for Work performed or passed through by a Subcontractor and passed through to the Owner by the Contractor;
 - .3 five (5) percent maximum Subcontractor's mark-up for Work performed by a Sub-Subcontractor and passed through to the Owner by the Subcontractor and Contractor;
 - .4 the maximum allowable mark-up shall be twenty-five (25) percent passed through to the Owner by the Contractor under any circumstances. Overhead and profit shall be shown separately for the Contractor and each Subcontractor of any tier performing the Change Order Work.
 - .8 on proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall only be to the net increase, if any, in direct cost for the Contractor or Subcontractor of any tier performing the Change Order Work.
- 7.2.4 The Contractor shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by the Contract for Construction, and shall not be entitled to additional reimbursement for its home office, other non-job site or indirect overhead expenses.
- 7.2.5 Any request for a time extension as a result of the Change Order must be justified and presented in adequate detail showing that the proposed change will delay the final Contract completion date.
- 7.2.6 If sales, consumer, use and similar taxes are incurred for material purchases for which there is a percentage for overhead and profit applied; the percentage for overhead and profit may not be applied to the taxes incurred.
- 7.2.7 The following definitions shall be used in establishing prices for Change Orders:
- .1 direct expense is the Contractor's actual cost of any item that is easily defined as a required item for the completion of his Contract obligation;
 - .2 overhead is a business expense created by the Project but not necessarily a direct part of that portion of the Work involved;
 - .3 profit is the compensation accruing to the Contractor for the assumption of risk in a business enterprise.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.1 A Construction Change Directive is a written order signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the methods in Subparagraph 7.2.2.
- 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing, deleting or revising the Work attributable to the change. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to those identified in Subparagraph 7.2.3.
- 7.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on a basis of net increase, if any, with respect to that change.
- 7.3.8 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

- 7.4.1 The Owner or Design Professional have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 - TIME

8.1 DEFINITIONS

- 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.
- 8.1.2 The date of commencement of the Work is the date established by the Notice of Award.
- 8.1.3 The date of Substantial Completion is the date certified in accordance with Paragraph 9.6.
- 8.1.4 The date of Final Completion of the Work is the date certified when construction is totally complete and in accordance with the Contract Documents.
- 8.1.5 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

- 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a sufficient period for performing the Work in its entirety.
- 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- 8.2.3 The Contractor shall notify the Owner of the date and time of commencement of operations on the site and proceed expeditiously with adequate forces and achieve Substantial Completion and Final Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.
- 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.
- 8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

- 9.1.1 The Contract Sum is stated in this Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

- 9.2.1 Before the first Application for Payment, the Contractor shall submit a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy. This schedule, when approved, shall be used as a basis for the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 Not more than once a month and as appropriate to the progress of the Work, the Contractor shall submit to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's rights to payment as the Owner may require. Applications for Payment shall be prepared on a form furnished by the Owner.
- .1 such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders;
 - .2 such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
- 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 9.3.3 The Contractor represents and warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, Claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a Claim by reason of having provided labor, materials and equipment relating to the Work.
- 9.3.4 If the Contractor has made Application for Payment as above, the Owner shall review the said Application with reasonable promptness and, if approved, payment shall be released to the Contractor. Applications which are not approved shall be returned to the Contractor for correction, accompanied by a written statement giving the reason(s) for such return.
- 9.3.5 Payments will be made without retention until ninety-five percent of the contract amount has been paid. The Owner will withhold the remaining five percent of the contract amount until final payment consistent with the provisions of Chapters 262 and 573 of the Code of Iowa.

9.4 DECISIONS TO WITHHOLD PAYMENT

9.4.1 The Owner may decline to approve an Application for Payment and may withhold payment in whole or in part, to the extent necessary to reasonably protect the Owner. The Owner may also decline to approve any Applications for Payment or, because of subsequent discovered evidence or subsequent inspections, the Owner may nullify the whole or any part of any payment previously issued, to such extent as may be necessary to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party Claims filed pursuant to Chapter 573 of the Code of Iowa;
- .3 failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents;
- .8 damage to completed Work;
- .9 failure to supply sufficient skilled workers or suitable materials;
- .10 an unsatisfactory rate of progress made by Contractor; or
- .11 Contractor's failure to comply with applicable laws.

9.4.2 When the above grounds are removed, payment shall be made for amounts withheld because of them.

9.4.3 If the Owner's Representative is unable to approve payment in the amount of the Application for Payment, the Owner's Representative will notify the Contractor in writing. If the Contractor and Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue approval for payment for the amount for which the Owner's Representative is able to determine is due Contractor.

9.5 PROGRESS PAYMENTS

9.5.1 Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

- 9.5.3 The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner on account of portions of the Work done by such Subcontractor.
- 9.5.4 The Owner shall not have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.
- 9.5.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.5.2, 9.5.3 and 9.5.4.
- 9.5.6 A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of the Work not in accordance with the Contract Documents.

9.6 SUBSTANTIAL COMPLETION

- 9.6.1 Substantial completion shall mean the completion of the entire Work or designated portion thereof, including submittals required under the Contract Documents, except minor items which in the opinion of the Design Professional and/or the Owner's Representative will not interfere with the complete and satisfactory use of the facilities and/or physical improvements for the purposes intended.
- 9.6.2 When the Contractor considers the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete the Contractor shall notify the Owner's Representative in writing. The Design Professional and the Owner's Representative will make an observation to determine whether the Work or a designated portion thereof is substantially complete. If the observation discloses any item which is not in accordance with the requirements of the Contract Documents, the Contractor shall complete or correct such item upon notification by the Owner's Representative. The Contractor shall then submit a written request for another observation by the Design Professional and Owner's Representative to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Owner will issue a certificate of Substantial Completion. Substantial Completion shall transfer from the Contractor to the Owner responsibilities for security, maintenance, heat, utilities, damage to the Work and insurance. In no event shall Contractor have more than thirty (30) days to complete all items on the Punch List and achieve Final Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion or as otherwise agreed.
- 9.6.3 At any time after all or any part of the Work is substantially completed in accordance with paragraph 9.6.1 above, the Contractor may request the release of all or part of the retainage owed. Such request shall be accompanied by a waiver of claim rights under the provisions of Chapter 573, Code of Iowa, from any person, firm, or corporation who has, under contract with the Contractor performed labor, or furnished materials, service, or transportation in the construction of that portion of the Work for which release of the retainage is requested.
- 9.6.4 Upon receipt of the request, the Owner may release all or part of the unpaid funds. If at the time of the request for the retainage there are remaining or incomplete minor items, an amount equal to two hundred percent (200%) of the value of each remaining or incomplete item may be withheld until such item or items are completed. An itemization of the remaining or incomplete items, or the reason that the request for release of the retainage was denied, shall be provided to the Contractor in writing within thirty calendar days of the receipt of the request for release of retainage.
- 9.6.5 Retainage that is approved as payable shall be included on the next Application For Payment from the Contractor.

9.7 PARTIAL OCCUPANCY OR USE

- 9.7.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided under Subparagraph 9.6.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.
- 9.7.2 Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 9.7.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.

9.8 PROJECT COMPLETION

- 9.8.1 The Design Professional and Owner will conduct two on-site observations to establish that the project or portion of the project is complete. The first observation will be scheduled when the Contractor completes all requirements for the project to be considered to be Substantially Complete in accordance with Paragraph 9.6.
- 9.8.2 If a second on-site observation finds that the Punch List items were not successfully completed within thirty (30) days of receipt or by the Final Completion date, whichever is latest, the Owner reserves the right to complete the remaining items on the list without further notice to the Contractor or their Surety and charge the Contractor for all costs incurred.
- 9.8.3 Costs for additional on-site observations required due to; failure to complete the list of items, failure to be substantially complete when requesting the initial on-site observation, or any other reason that requires additional observations by any of the Design Professionals will be the Contractor's responsibility.

9.9 ACCEPTANCE AND FINAL PAYMENT

- 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and/or Design Professional will promptly make such inspection and, when the Work is found acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a Notice of Acceptance. Such notice will establish the date of Final Completion upon which the Contract is accepted as complete and upon which all remaining guarantees and warranties under the Contract shall commence. Such notice shall also establish the commencement of the thirty-day period during which final payment of the balance due under the Contract must be retained by the Owner under Iowa law and per provisions of this Agreement.
- 9.9.2 If at the end of the thirty-day period referred to in Subparagraph 9.9.1 Claims are on file with the Owner, the Owner shall withhold a sum equal to double the total amount of claims on file or retainage not yet released, whichever is less, until such Claims are released or otherwise adjudicated.

- 9.9.3 Final payment shall not be made until Contractor has complied in full with the requirements of Paragraph 3.6 of these General Conditions.
- 9.9.4 Final payment shall not be made until Contractor has furnished to the Owner Targeted Small Business Final Payment Reporting Form(s).
- 9.9.5 The making of final payment shall constitute a waiver of all Claims by the Owner except those arising from:
- .1 unsettled Claims,
 - .2 faulty or defective Work, appearing after the Final Acceptance,
 - .3 failure of the Work to comply with the requirements of the Contract Documents, or
 - .4 terms of any special guarantees, representations and warranties required by the Contract Documents.
- 9.9.6 The acceptance by the Contractor of final payment less retainage as specified in Subparagraph 9.9.2 shall constitute a waiver of all Claims except those previously made in writing and still unsettled.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the performance of the Contract. The Contractor shall maintain a copy of the Safety Program at the job site.
- 10.1.2 In the event the Contractor encounters on the site material reasonably believed to be hazardous which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing. The Work in the affected area shall not thereafter be resumed if in fact the material is hazardous and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of hazardous material, or when it has been rendered harmless. Materials that should be considered hazardous include, but are not limited to, asbestos, lead, mold, and polychlorinated biphenyl (PCB).
- 10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos, lead, or polychlorinated biphenyl (PCB).

10.2 IOWA HAZARDOUS CHEMICAL RISKS RIGHT TO KNOW LAW

10.2.1 Owner's Responsibility

- .1 the Owner shall provide to the Contractor a list of known hazardous chemicals within the Project site to which their employees may be exposed and suggestions for appropriate protective measures.

10.2.2 Contractor's Responsibility

- .1 all Work on the Project shall be in accordance with the Iowa Hazardous Chemical Risks Right to Know Law (Iowa Administrative Code 875, Chapter 110);

- .2 the Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as other pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.
- .3 The Contractor shall maintain on site a copy of all Material Safety Data Sheets (MSDS) for all products and materials used on the Project.

10.3 SAFETY OF PERSONS AND PROPERTY

- 10.3.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - .1 employees on the Work site and other persons who may be affected by the Work;
 - .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 10.3.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 10.3.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities.
- 10.3.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 10.3.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.3.1.2 and 10.3.1.3 caused in whole or in part by the Contractor, any Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.
- 10.3.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.
- 10.3.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3.8 The Contractor shall comply with provisions of Chapter 88 of the Code of Iowa pertaining to Occupational Safety and Health Administration (OSHA) entrance and inspections which states that the State Labor Commissioner or State Labor Commissioner's representative upon presenting appropriate credentials to the Owner, operator, or agent in charge, is authorized:

- .1 to enter without delay and at reasonable times a factory, plant, establishment, construction site, or other area, work place or environment, where work is performed by an employee of an employer;
- .2 to inspect and investigate during regular working hours and other reasonable times, and within reasonable limits, and within a reasonable manner, any such place of employment and all pertinent conditions, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any such employer, Owner, operator, agent or employer.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain with a company or companies lawfully authorized to do business in the State of Iowa such insurance as will protect the Contractor from Claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by standard personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

- 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Special Conditions of the Contract Documents or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis, and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment; except that products and completed operations coverage must be maintained for a minimum of two years after final payment.
- 11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, the Contractor shall renew policies which expire during the period of required coverage and, prior to each renewal date, shall notify the Owner of such renewal.
- 11.1.4 The Contractor shall either (1) require each Subcontractor to procure and to maintain, for the period of time required in 11.1.2, Subcontractor's Liability Insurance of the type and in the same amounts as specified above or (2) insure the activities of Subcontractors in the Contractor's own policy.
- 11.1.5 Each and every policy for Liability Insurance, carried by each Contractor and Subcontractor as required above shall include a Contractual Liability coverage endorsement.
- 11.1.6 Contractor shall renew policies which expire during the course of construction and, prior to each renewal date, notify the Owner of such renewal.

11.2 BUILDER'S RISK PROPERTY INSURANCE

- 11.2.1 Unless specified otherwise in the Special Conditions, the Owner shall purchase and maintain Builder's Risk Property Insurance in an amount equal to the construction cost, less normal insurance exclusions. Such insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity, other than the Owner, has an insurable interest in the property required by this Paragraph 11.2 to be covered, whichever is earlier. The Owner shall be the named insured on such policy.
- 11.2.2 Builder's Risk Property Insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may wish to have on such construction equipment.
- 11.2.3 The Contractor shall pay the deductible for each Claim made against the Owners' Builder's Risk policy.

11.3 PERFORMANCE AND PAYMENT BOND

- 11.3.1 The Owner shall require the Contractor to furnish a bond covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Performance and payment bonds must be executed solely by corporations authorized to contract as surety in Iowa. Attorney's-in-fact who sign surety bonds must file with each bond a certified and effectively dated copy of their power of attorney.

- 11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 11.3.3 If Contractor is a Targeted Small Business, the Contractor may be eligible to receive a waiver of the performance, payment, or bid bond requirements pursuant to the provisions of the Iowa Satisfaction and Performance Bond Program, Chapter 12, of the Code of Iowa, as amended by 1992 Iowa Acts. Certification of eligibility to participate in the Iowa Satisfaction and Performance Bond Program is determined by the Department of Inspections and Appeals.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

- 12.1.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for the Owner's observation and be replaced at the Contractor's expense without change in the Contract Time.
- 12.1.2 If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Contractor shall reach settlement for payment of such costs as provided in Subparagraph 6.2.4.

12.2 CORRECTION OF WORK

- 12.2.1 The Contractor shall promptly correct Work rejected by the Owner or Design Professional or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's services and expenses made necessary thereby.
- 12.2.2 If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

- 12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.3. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Owner's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 12.2.6 Nothing contained in Paragraph 12.2 of the Uniform General Conditions of the Contract shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than to specifically correct the Work.
- 12.2.7 If Work has been rejected by the Owner's Representative or Design Professional, the Owner's Representative shall have the right to require the Contractor to remove it from the Project site and replace it with Work that strictly conforms to the requirements of the Contract Documents regardless of whether such removal and replacement results in additional cost to the Contractor. Contractor shall bear costs of correcting, removing and replacing rejected Work, including additional testing and inspections and compensation for the Design Professional's services and expenses made necessary thereby.
- 12.2.8 If prior to the date of final payment, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.3 ACCEPTANCE OF NONCONFORMING WORK

- 12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1.1 The Contract shall be governed by the laws of the State of Iowa.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without written consent of the other nor shall the Contractor assign any moneys due or to become due to it hereunder, without the written consent of the Owner. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. All notices required to be given by the Contractor under the terms of this Contract shall be made in writing.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Owner will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply (1) with requirements established by the Contract Documents or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and shall compensate the Owner's services and expenses.

- 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- 13.5.5 Neither the observations of the Owner in its administration of the Construction Contract nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

- 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest in accordance with provisions of Chapter 573 of the Code of Iowa.

13.7 MANUFACTURER'S DIRECTIONS

- 13.7.1 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary.
- 13.7.2 Any additional costs incurred as a result of this requirement shall be borne by Contractor.

13.8 CODE OF FAIR PRACTICES

- 13.8.1 During the performance of this Contract, the Contractor agrees as follows:

- .1 the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age or physical or mental disability, or status as a U.S. veteran. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, physical or mental disability, or status as a U.S. veteran except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Board of Regents, State of Iowa setting forth provisions of this nondiscrimination clause;
- .2 the Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age, physical or mental disability, or status as a U.S. veteran except where it relates to a bona fide occupational qualification;
- .3 the Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

- .4 the Contractor will comply with all relevant provisions of state and federal laws and regulations, and all provisions relevant to fair application of the rules and regulations of the Board of Regents, State of Iowa and of its institutions. The Contractor will furnish all information and reports requested by the Board of Regents, State of Iowa or its institutions or required by or pursuant to the rules and regulations thereof and will also permit access to its payroll and employment records by the Board of Regents, State of Iowa or its institutional representatives for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause;
- .5 in the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the Board of Regents, State of Iowa. In addition, the Board of Regents, State of Iowa or its institutions may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Code of Iowa, as heretofore and hereafter amended, or by the rules and regulations of the Board of Regents, State of Iowa or its institutions or as otherwise provided by law;
- .6 the Contractor will include the provisions of Paragraph 13.8.1.1 through 13.8.1.5 hereof in every subcontract and purchase order unless specifically exempted by approval of the Board of Regents, State of Iowa, in accordance with the rules and regulations of said Board, so that such provisions will be binding on each Subcontractor and vendor. The Contractor will take such action with respect to any Subcontractor or purchase order as the Board of Regents, State of Iowa or its institutions or the authorized representative thereof, may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation by a Subcontractor or vendor as a result of such direction by the Board of Regents, State of Iowa or its institutions, the Contractor may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

13.9 OWNER'S RIGHT TO AUDIT

- 13.9.1** The Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The Owner or its authorized representative shall have the right to audit books, records and accounts of the Contractor relevant to this Contract. The Contractor shall make such records available, in their original form, for inspection by the Owner or its authorized representative at the Contractor's normal place of business during regular business hours and without prior notice, unless an alternate arrangement is agreed to by the Owner.
- 13.9.2** Costs incurred as the result of the Owner exercising its rights under this section shall be borne by the Owner, unless the audit identifies significant findings, errors, or omissions.
- 13.9.3** The Owner's right to audit and the Contractor's duty to preserve records shall terminate at the end of three (3) years from final completion of the Work.
- 13.9.4** The obligations of this section shall be explicitly included in any subcontracts or agreements entered into by the Contractor that relate to the fulfillment of the Contractor's obligations to the Owner under this contract.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Owner has failed to make payment; or
- .4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise substantially breaches a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and
- .2 accept assignment of subcontracts pursuant to Paragraph 5.3; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall survive terminations of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

14.3.3 Adjustments made in the costs of performance may have a mutually agreed fixed or percentage fee.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for the Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive from the Owner, payment for Work executed and for proven loss with respect to material, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit. The Contractor shall transfer title to Owner, and deliver in the time, place, and manner directed by the Owner, all fabricated or unfabricated parts, work-in-process, completed work, supplies and other materials produced as a part of, or acquired in connection with the discontinued work; and other property which would have been required to be furnished to Owner if the contract had been completed.

14.4.4 Provisions of law as contained in Chapter 573A of the Code of Iowa, current edition, (which pertains to termination of contracts for construction of public improvements when Work thereon is stopped because of a national emergency) shall apply to and be a part of this Contract and binding upon all parties hereto, including Subcontractors and Sureties.

INDEX

General Conditions of the Contract

Acceptance	9.9
Acceptance of Nonconforming Work	12.3
Access to Work	3.16
Accident Prevention	10.3
Additional Costs, Claims for	4.3
Additional Work	7
ADMINISTRATION OF THE CONTRACT	4
Agreement, Extent of	1.1, 1.2
Allowances	3.8
Applications for Payment	9.3
Arbitration	4.4
Award of Subcontracts and Other Contracts for Portions of the Work	5.1
Basic Definitions	1.1
Builder's Risk Property Insurance	11.2
Capitalization	1.4
Changes	7.1
CHANGES IN THE WORK	7
Changes, Minor	7.4
Change Orders	7.2
Claim, Definition of	4.3.1
Claims and Disputes	4.3
Claims for Additional Cost or Time	4.3, 8.3
Claims for Damages	4.3.2
Claims of the Subcontractor	5.2.1.4, 9.4.1.2
Cleaning Up	3.15
Code of Fair Practices	13.8
Codes	3.7.3, 10.3.2
Commencement of the Work	8.1.2
COMPLETION, PAYMENTS AND	9
Completion, Substantial	9.6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS	6
Construction Change Directives	7.3
Construction Procedures, Supervision and	3.2
Contingent Assignment of Subcontracts	5.3
CONTRACT, ADMINISTRATION OF THE	4.1
Contract, Definition of the	1.1.2
Contract Documents, Definition of the	1.1.1
Contract Modifications	1.1.1, 7
Contract Sum, Changes of	7.2
Contract Sum, Definition of	9.1.1
Contract Termination by the Contractor	14.1
Contract Termination by the Owner for Cause	14.2
Contract Time, Definition of	8.1.1
CONTRACTOR	3
Contractor, Definition of	1.1.10
Contractor's Construction Schedules	3.10
Contractor Conduct/Sexual Harassment	3.3
Contractor's Liability Insurance	11.1
Contractor's Relations with Subcontractors	1.2.4, 5
Contractor's Responsibility for Protection and Safety	10
Contractor's Responsibility for Those Performing the Work	3.2
Contractor's Responsibility, Iowa Hazardous Chemical Risks Right To Know Law	10.2

Contractor's Review of Contract Documents and Field Conditions	3.1
Contractor's Superintendent	3.9
Contractor's Supervision and Construction Procedures	3.2
Contracts, Separate	6
Copies Furnished of Drawings and Project Manuals	2.1.4
Correction of Work	12.2
Cutting and Patching	3.14
Cutting and Patching Under Separate Contracts	3.14
Damages, Claims for	4.3.2, 8.3.3
Damages for Delay	8.3.3
Day, Definition of	8.1.5
Debris Removal	3.15.1, 3.15.2
Decisions to Withhold Payment	9.4
Delays and Extensions of Time	8.3
Design Professional, Definition of	1.1.8
Design Professional, Duties of	4.2
Documents and Samples at the Site	3.11
Drawings, Arrangement of	1.2.4
Drawings as Written Interpretations	1.5.2
Drawings, Definition of the	1.1.5
Drawings, Specifications and Other Documents, Ownership and Use of	1.3
Easements	2.1.2
Emergencies	10.4
Execution, Correlation and Intent	1.2
Extensions of Time	4.3, 7.2, 8.3
Extras	7
Fair Practices, Code of	13.8
Final Payment	9.9
GENERAL PROVISIONS	1
Governing Law	13.1
Guarantee, Warranty and	3.5
Indemnification	3.18
Information and Services Required of the Owner	2.1
Inspections	9.6, 9.9, 13.5
INSURANCE AND BONDS	11
Insurance, Builder's Risk Property	11.2
Insurance, Contractor's Liability	11.1
Interest	13.6
Interpretation	1.5
Iowa Hazardous Chemical Risks Right To Know Law	10.2
Labor and Materials	3.4
Laws	3.7, 13.1
Liability Insurance, Contractor's	11.1
Manufacturer's Directions	13.7
Minor Changes in the Work	7.4
MISCELLANEOUS PROVISIONS	13
Modifications to the Contract	1.1.1, 7.2
Mutual Responsibility	6.2

Nonconforming Work, Acceptance of	12.3
Notice of Award	8.1.2
Notice of Testing and Inspections	13.5.1
Notice, Written	13.3
Notices, Permits, Fees and	3.7
OWNER	2
Owner, Definition of	1.1.9
Owner, Information and Services Required of the	2.1
Owner, Termination of the Contract for Cause by the	14.2
Owner's Responsibility, Iowa Hazardous Chemical Risks Right To Know Law	10.2.1
Owner's Right to Audit	13.9
Owner's Right to Carry Out the Work	2.3
Owner's Right to Clean Up	6.3
Owner's Right to Perform Construction and to Award Separate Contracts	6.1
Owner's Right to Stop the Work	2.2
Ownership and Use of Drawings, Specifications and Other Documents	1.3
Partial Occupancy or Use	9.7
Patching and Cutting	3.14
Patching of Work Under Separate Contracts	3.14
Patents, Royalties and	3.17
Payment, Applications for	9.3
Payment, Final	9.9
PAYMENTS AND COMPLETION	9
Payments to Subcontractors	5.2
Payments Withheld	9.4
Performance and Payment Bond	11.3
Permits, Fees and Notices	3.7
PERSONS AND PROPERTY, PROTECTION OF	10
Product Data, Shop Drawings, Samples and	3.12
Progress and Completion	8.2
Progress Payments	9.5
Project Completion	9.8
Project, Definition of the	1.1.4
Project Management Personnel	3.9
Project Manual, Definition of the	1.1.7
Property Insurance, Builder's Risk	11.2
PROTECTION OF PERSONS AND PROPERTY	10
Punch List, Definition of	1.1.13
Regulations	3.7.2, 10.3.2
Rejection of Work	12.2
Responsibility for Those Performing the Work	3.2
Retainage	9.3.5, 9.9.1, 9.9.2
Review of Contract Documents and Field Conditions by Contractor	3.1
Rights and Remedies	13.4
Royalties and Patents	3.17

Safety of Persons and Property	10.3
Safety Precautions and Programs	10.1
Samples, Shop Drawings, Product Data and Schedule of Values	3.12 9.2
Schedules, Contractor's Construction	3.10
Separate Contractors, Mutual Responsibility	6.2
Separate Contracts, Owner's Right to Perform Construction and to Award	6.1
Shop Drawings, Product Data, Samples and Site, Use of	3.12 3.13
Specifications, Definition of the	1.1.6
Specifications, Organization of	1.2.4
Stop the Work, Owner's Right to	2.2
Subcontractor, Definition of	1.1.11
SUBCONTRACTORS	5
Subcontracts, Award of and Other Contracts for Portions of the Work	5.1
Subcontractual Relations	5.2
Substantial Completion	9.6
Sub-subcontractor, Definition of	1.1.12
Successors and Assigns	13.2
Superintendent, Contractor's	3.9
Supervision and Construction Procedures	3.2
Surveys	2.1.1
Suspension by the Owner for Convenience	14.3
Taxes	3.6
Termination by the Contractor	14.1
Termination by the Owner for Cause	14.2
Termination by the Owner for Convenience	14.4
TERMINATION OR SUSPENSION OF THE CONTRACT	14
Tests and Inspections	13.5
TIME	8
Time, Definition of	8.1.1
Time, Delays and Extensions of	8.3
Title of Work	9.3.3
UNCOVERING AND CORRECTION OF WORK	12
Uncovering of Work	12.1
Use of Site	3.13
Values, Schedule of	9.2
Waiver of Claims by the Contractor	9.9.6
Waiver of Claims by the Owner	9.9.5
Warranty and Guarantee	3.5
Words, Recognized Meanings of	1.2.5
Work, Definition of the	1.1.3
Written Notice	13.3
Written Order	7.4.1

END OF SECTION

{ }SUPPLEMENTARY CONDITIONS

TABLE OF ARTICLES

1. OWNER'S REPRESENTATIVE
2. SCHEDULE OF VALUES
3. CONSTRUCTION SCHEDULE
4. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
5. USE OF SITE
6. APPLICATIONS FOR PAYMENT
7. COPIES OF PROJECT MANUAL AND DRAWINGS
8. PROJECT CLOSEOUT AND WARRANTY WORK
9. SAFETY AND HEALTH
10. MISCELLANEOUS PROVISIONS

SUPPLEMENTARY CONDITIONS

ARTICLE 1 - OWNER'S REPRESENTATIVE

1.1 DEFINITIONS

1.1.1 The Owner's Representative shall be the Associate Vice President for Facilities of Facilities Planning and Management, General Services Building, Iowa State University, Ames, Iowa.

The Owner's Representative hereby authorizes the following persons to represent the Owner in the fulfillment of their respective duties as hereinafter described:

1. The Director for Design and Construction Services
2. The Owner's Construction Manager

{SC2a Out} 1.1.2 The Design Professional is the person or organization licensed to practice in the state of Iowa and identified as such in the Owner-Contractor Agreement. The term Design Professional means the Design Professional or an authorized representative thereof.

{SC2b In} 1.1.2 The Design Professional is Iowa State University, Facilities Planning and Management. The term Design Professional means the Design Professional or an authorized representative thereof.

1.1.3 The Owner's Construction Manager shall be an employee of the Owner assigned to provide on-site liaison between the Contractor and the Owner.

1.2 DUTIES OF THE OWNER'S REPRESENTATIVE

1.2.1 The Owner's Representative is authorized to act on behalf of the Owner. The Owner's Representative will provide general administration of the contract and shall fulfill the duties, rights and obligations of the Owner under the Contract Documents.

1.2.2 All of the Owner's instructions to the Contractor shall be issued through the Owner's Representative.

1.2.3 The Owner's Representative will have authority to reject work which does not conform to the Contract Documents.

1.2.4 The Owner's Representative will prepare and initiate Contract Change Orders as provided in the General Conditions.

1.3 DUTIES OF THE OWNER'S CONSTRUCTION MANAGER

1.3.1 The Owner's Construction Manager shall act as liaison between the Contractor and the Owner's Representative.

1.3.2 The Owner's Construction Manager shall observe the progress of the Work and determine if the Work is proceeding in accordance with the Contract Documents.

1.3.3 The Owner's Construction Manager shall report all noted deviations from the Contract Documents to the Owner's Representative for a determination. The Owner's Construction Manager is not authorized to permit deviations from the Contract Documents.

- 1.3.4 The Owner's Construction Manager may authorize minor changes in the Work which do not involve a change in contract price and which do not affect compliance with the Contract Documents.
- 1.3.5 The Owner's Construction Manager shall assist in coordinating the Contractor's operations with those of the Owner. The Owner's Construction Manager, however, shall not perform any duties for the Contractor.

1.4 DUTIES OF THE OWNER'S CONTRACT ADMINISTRATION OFFICE

- 1.4.1 The Owner's Contract Administration Office will act as a liaison between the Contractor and the Owner's Construction Manager for required contract forms and pay requests.
- 1.4.2 The Contractor shall submit the following directly to the Owner's Contract Administration Office, 2nd Floor General Services Building, Iowa State University, Ames, Iowa 50011-4021:
 1. Signed Contract, including Certificate of Insurance
 2. Hazardous Chemical Forms
 3. Schedule of Values
 4. Pay Requests
 5. Change Requests
 6. Targeted Small Business Reporting Form, if required

ARTICLE 2 - SCHEDULE OF VALUES

2.0 REFERENCE

Reference General Conditions Article 9, Paragraph 9.2, Subparagraph 9.2.1.

- 2.1 The Contractor, immediately after being awarded the Contract and before the first payment is made, shall prepare and submit a Schedule of Values for Owner and Design Professional approval.
- 2.2 The Schedule of Values shall include both labor and material dollar values for each of the following items at a minimum:
 1. 00 61 13 Performance and Payment Bond Form
 2. 01 71 13 Mobilization
 3. 01 31 13 Project Management and Coordination
 4. 01 52 13 Construction Facilities
 5. 01 77 19 Closeout Requirements
 6. Product Allowances (include a line item and value for each allowance or unit price item included in the Contract in the section where the work is specified.)
 7. A line item and value should be included for all applicable specification subdivisions shown in the Table of Contents of the Project Specifications. The Schedule of Values should be further itemized by area, floor, system, etc. as required to allow an accurate evaluation of work progress.
- 2.3 Material values will include only anticipated bare costs of materials needed for the project and will not include any markup for overhead or profit.
- 2.4 Labor values for each line item will include all costs not considered to be material bare costs and will include the appropriate markup for overhead and profit.

- 2.5 The Schedule of Values must be approved by the Design Professional and Owner prior to the submittal of the first pay request. The approved Schedule of Values will be the basis of monthly pay requests.
- 2.6 The sum of all itemized values in the Schedule of Values shall be equal to the Contract Sum.

ARTICLE 3 - CONSTRUCTION SCHEDULE

3.0 REFERENCE

Reference General Conditions Article 3, Paragraph 3.10, Subparagraph 3.10.1. and Division 1 - General Requirements.

- 3.1 The Contractor, immediately after being awarded the Contract and before the first payment is made, shall prepare and submit a Construction Schedule for the Work to the Owner and Design Professional for review.

{SC3a Out} 3.2 The Contractor shall prepare the construction schedule as a critical path method network analysis diagram. Interdependent activities shall be suitably linked to indicate proper sequencing and the critical path shall be clearly denoted.

{SC3b In} 3.2 The Contractor shall prepare the construction schedule as a double line horizontal bar Gantt chart or other similar form acceptable to the Owner. Interdependent activities shall be shown suitably linked to indicate proper sequencing.

- 3.3 The construction schedule shall include separate divisions for each major portion of the Work or operation for the purpose of scheduling, coordinating and monitoring work under this contract (including all activities of subcontractors, equipment vendors and suppliers). The construction schedule shall include and properly coordinate dates for performance of all divisions of the work, including completion of off-site requirements and tasks, so that the work can be completed in a timely and orderly fashion consistent with the required substantial completion date, completion date, and other milestone dates included in the Contract Documents. The estimated start date, duration time, and finish date and the actual start date, duration time, and finish date shall be indicated for each item defined in the schedule of values.

- 3.4 The Construction Schedule shall include the following at a minimum:

1. Notice of Award Date, Notice to Proceed Date, Substantial Completion Date, and Final Completion Date for the project and all other milestone dates specified herein.
2. A schedule of anticipated submittal dates which allows sufficient time for review of required submittals.
3. Date that construction will begin on site.
4. Proposed start date, duration time, and finish date of each item defined in the schedule of values.
5. Required decision dates.
6. Required delivery dates for Owner Furnished Equipment.
7. Time restraints imposed by the Owner that affect progress.
8. Acceptance testing, required inspections and punch list dates.

- 3.5 The Contractor shall review the Construction Schedule not less frequently than every thirty days and make all necessary corrections to bring it into conformance with actual site progress and conditions and coordinate with the submittal schedule, progress reports, payment requests and other schedules. The initial schedule shall be maintained as a baseline reference throughout the project.

- 3.6 In the event the Contractor fails to maintain the schedule, including accepted revisions, the Contractor shall promptly, at no additional cost to the Owner, increase work forces, increase work hours, and/or initiate revisions to means and methods of construction as required to make up lost time and complete the Work in accordance with the construction schedule.
- 3.7 When the Work is divided between two or more Contractors, the construction schedule shall be prepared and subsequently reviewed and corrected by the cooperative effort of the Contractors.
- 3.8 The schedule shall be printed in color and submitted to the Owner and Design Professional on a sheet, or series of sheets, of sufficient width to show data for the entire construction period. A minimum of three copies shall be provided to the Owner.
- 3.9 See Division 1 - General Requirements for additional requirements.

ARTICLE 4 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.0 REFERENCE

Reference General Conditions Article 3, Paragraph 3.12. and Division 1 - General Requirements.

- 4.1 The Design Professional will prepare a list of required shop drawings/product data/sample submittals and provide it to the Contractor with a copy to the Owner. The Contractor shall prepare a schedule indicating the anticipated submittal date and required approval date for each required submittal. The submittal schedule must be incorporated into the project construction schedule and allow for the submittal turnaround time period specified.

{SC4a Out}4.2 The Contractor shall review each submittal for compliance with the Contract Documents. After review and approval, the Contractor shall send stamped shop drawings/product data/sample submittals directly to the Design Professional in accordance with the procedures described in Division 1 - General Requirements. One (1) copy of each submittal shall be transmitted directly to the Owner. The Design Professional and Contractor shall provide the Owner with a submittal status update at each construction progress meeting.

- 4.3 After review, the Design Professional shall return the shop drawings/product data/sample submittals to the Contractor. Submittals will be stamped as follows:

- No Exceptions Taken
- Make Corrections Noted
- Revise and Resubmit
- Rejected

Except as noted below, one copy of each submittal stamped "No Exceptions Taken" or "Make Corrections Noted" will be forwarded to the Owner by the Design Professional for file. Two copies of the following submittals shall be forwarded to the Owner by the Design Professional for file:

- Division 14 - Elevator Equipment
- Division 15 - Automatic Temperature Controls/Building Automation System
- Division 15 - Underground Service Entrance Piping
- Division 16 - Primary Electric Service Equipment

- 4.4 Samples: The Contractor shall submit a minimum of three (3) samples to the Design Professional. The Design Professional shall review and, if approved, return one (1) sample to the Contractor and one (1) sample to the Owner. The Contractor shall maintain a secure and weather tight sample storage area on site for storage of the approved samples where they are readily available to the Owner and Design Professional.

4.5 The following submittals require Owner review:

- Division 7 - Roofing
- Division 8 - Door Hardware
- Division 8 - Doors and Frames
- Division 15 - Fire Protection and Sprinkler Shop Drawings
- Division 16 - Fire Alarm and Communication Systems

The review of these submittals and incorporation of Owner comments will be coordinated by the Design Professional. The Contractor shall allow an additional five (5) working days turnaround time for these submittals.

{SC4b In}4.2 The Contractor shall review each submittal for compliance with the Contract Documents. After review and approval, the Contractor shall send stamped shop drawings/product data/sample submittals directly to the Design Professional in accordance with the procedures described in Division 1 - General Requirements.

4.3 After review, the Design Professional shall return the shop drawings/product data/sample submittals to the Contractor. Submittals will be stamped as follows:

- No Exceptions Taken
- Make Corrections Noted
- Revise and Resubmit
- Rejected

4.4 Samples: The Contractor shall submit a minimum of three (3) samples to the Design Professional. The Design Professional shall review and, if approved, return one (1) sample to the Contractor and one (1) sample to the Owner. The Contractor shall maintain a secure and weather tight sample storage area on site for storage of the approved samples where they are readily available to the Owner and Design Professional.

ARTICLE 5 - USE OF SITE

5.0 REFERENCE

Reference General Conditions and Division 1 - General Requirements.

5.1 Site Maintenance

5.1.1 The Contractor shall limit his construction activities, including materials storage, to the areas shown on the drawings or otherwise designated by the Owner's Representative. Contractor personnel may not enter or use buildings or facilities adjacent to the construction site. Where the project requires work within an existing building, Contractor personnel shall be limited to the construction area designated. The Contractor shall maintain all facility exits and passageways in a continually usable condition and promptly inform the Owner's Representative on any activities that may interfere with exits or passageways.

5.1.2 It is the intent of the Owner to keep the construction area as inconspicuous as possible and the campus attractive and pleasant for the public and students. The Contractor's understanding of this goal and cooperation in carrying it out is vital to the successful promotion and preservation of the university.

- 5.1.3 The Contractor shall maintain the site and adjacent premises in a clean, safe and orderly condition. Where work is occurring in an existing facility, the Contractor is responsible for erecting and maintaining dust partitions and other barriers as required to keep dust and construction debris confined to the site. The Contractor shall keep the site and adjacent premises as free from materials, debris, rubbish, and trash as practical. Grass and weeds shall be kept cut and fence rows shall be trimmed. Stored materials shall be orderly and protected from damage. Trash shall be disposed of regularly and not allowed to accumulate. Debris generated by demolition activity shall be removed from the job site on the same day it is generated. The Contractor shall dispose of all rubbish and debris off-campus in an approved landfill area. Access roads to and through the site must be maintained such that dirt and debris will not be tracked onto adjacent roadways. The Contractor is responsible for removal of any dirt or debris accumulations from roads and streets adjacent to the site daily.
- 5.1.4 Contractor's vehicles may not be driven into lawn areas without prior approval of the Owner's Representative. In those cases where driving on lawn areas cannot be avoided, the Contractor shall provide planking material upon which to drive. The Contractor will be held responsible for damages if these procedures are not followed. Lawn areas outside of the designated construction area which are disturbed or damaged by construction activities will be repaired by the Owner and paid for by the Contractor.
- 5.1.5 The Contractor shall remove to the Owner's satisfaction, all asphalt or concrete spilled on or around the buildings. Concrete and asphalt debris and similar debris shall be deposited off-campus.
- 5.1.6 Where excavation activities result in excess top soil to be disposed of, this material shall be deposited on campus as directed by the Owner's Representative and leveled and shaped to match the surrounding terrain.

5.2 Site Staging Plan

Contractor shall submit a site staging plan for approval by the Owner and Design Professional prior to beginning any work on site. The staging plan shall be prepared to scale and show construction fencing, signage, gate locations, barricades, hoists, chutes, dumpsters, jobsite office, storage trailers or areas, and all other items related to the use of the site.

5.3 Existing Site Facilities and Conditions

The Contractor shall schedule a meeting with the Owner's Representative to review and document the existing conditions in each construction area prior to beginning work. It is the Contractor's responsibility to identify and document any existing damage to the buildings and landscape within the project site. Any damage caused by the Contractor to existing facilities will be repaired at the cost of the Contractor.

5.4 Parking on Campus

- 5.4.1 No parking of Contractor vehicles or the private vehicles of the Contractor's employees will be permitted in areas other than those shown on the drawings and approved by the Owner's Representative.
- 5.4.2 All workmen requiring parking that cannot be accommodated on a construction site will have parking provided for in the southwest corner of the Iowa State Center parking lot. Transportation of workers from designated parking to and from the job site is the Contractor's responsibility. Shuttle bus service is available from the Iowa State Center parking lot to campus. The Iowa State Center lots may not be used for staging of construction material deliveries or truck parking without approval of the Owner's Representative.

5.4.3 Vehicles illegally parked may be issued a citation and/or towed away and impounded.

5.5 Building Keys and Access Cards

5.5.1 The Owner's Representative will authorize issuance of keys/access cards to the Contractor. Contractor shall be responsible for the keys/access cards and must return them to Facilities Planning and Management at the end of the project. Contractor shall pay for any lost keys/access cards and rekeying or changing of locks, should the keys/access cards be lost by the Contractor. Rekeying or changing of locks when commenced will not be stopped in the process should the Contractor find the keys/access cards after notifying the Owner that they are lost. Acceptance of contract is contingent upon return of keys/access cards and/or payment for lost keys/access cards.

5.5.2 The Owner's Representative will authorize the issuance of gate cards to the Contractor when access is necessary to areas where traffic is restricted. It is the responsibility of the Contractor to furnish gate cards to their subcontractors. Acceptance of the contract is contingent upon return of gate cards.

5.6 Protection of Trees

5.6.1 The Contractor shall be responsible for the protection of tops, trunks and root systems of existing trees and shrubs on the project site. Existing trees and shrubs subject to construction damage shall be protected by planking with 2 x 4's to 8' minimum height. Installation of protective structure shall be made before any work is started and not removed until directed by the Owner's Representative.

5.6.2 Do not permit heavy equipment or stockpiles within the branch spread. No ropes, wires, cables or other devices shall at any time be affixed to a tree or shrub so as to damage the bark, break branches, or destroy its natural shape.

5.6.3 The Contractor shall be liable in cases of accidental damage to trees and shrubs which are to remain on the site.

5.6.4 The Contractor shall notify the Owner immediately in cases of accidental damage so that proper repairs can be made. Cost of such repairs are to be assessed to the Contractor. The Contractor shall not attempt to make such repairs himself.

5.6.5 Evaluation of trees or shrubs damaged beyond repair shall be made on the basis of replacement cost, if replaceable, with material of equal size. In cases where it would not be possible to replace a tree with one of equal size, trees shall be evaluated on the basis of the "Shade Tree Evaluation" formula of the International Shade Tree Conference, current edition.

5.6.6 See Division 1 – General Requirements for additional requirements.

5.7 Utility Locates

5.7.1 Contractors completing any excavation work are required by law to notify Iowa One Call (800-292-8989 or 811) for locates of utilities at least 48 hours prior to ALL excavations (not including weekends and holidays). **No excavation work can commence until after this 48 hour time-period commencing with the issuance of a locate request or dig number from Iowa One Call has transpired.**

When contacting Iowa One Call, the Contractor shall provide the following project location information to the operator for every locate requested: Iowa State University, Project Name, closest street, intersection, or existing building, GPS coordinates, and/or other descriptions that clearly define the work site

- 5.7.2 Prior to contacting Iowa One Call, the Contractor, subcontractor or sub-subcontractor shall white-line the proposed work sufficiently to allow the locator to easily identify the excavation area. White-lining shall be completed utilizing white paint and/or white flags.
- 5.7.3 The University will locate and mark existing university-owned and operated utilities.
- 5.7.4 Marking of university operated utilities shall be accomplished by color-coding in accordance with the Uniform Color Code of the American Public Works Association. Locates shall be marked as follows:

Utility	Flags	Bristle Line Marker	Ground Painting
Electric	Red w/white letters	Red	Red dots
Telephone & Data (Fiber Optic)	Orange w/white lettering	Orange	Orange dots
Natural Gas	Yellow w/black lettering	Yellow	Yellow dots
Steam/Steam Tunnels/Condensate	Yellow w/blue lettering	Yellow	Yellow circle w/blue center
Domestic Water	Blue w/white lettering	Blue	Blue dots
Chilled Water	Blue w/red lettering	Blue	Blue circle w/red center
Sanitary Sewer	Green w/black lettering	Green	Black circle w/green center
Storm Sewer	Green w/white lettering	Green	White circle w/green center

- 5.7.5 The Contractor, subcontractor or sub-subcontractor shall assign one person to work with the university locator. Requests for utility locates shall be sequenced in accordance with the work schedule to minimize the number of times each utility must be located.
- 5.7.6 The Contractor, subcontractor or sub-subcontractor shall preserve locate markings at all times during the work. If the markings will be destroyed or otherwise altered during the excavation, the Contractor, subcontractor or sub-subcontractor must establish suitable reference points which will enable locations of the underground facilities to be maintained at all times during the excavation.
- 5.7.7 The accuracy of the locates or tolerance zone shall be eighteen (18) inches on either side of the underground utility outside edge. Depth of buried lines varies and will not be marked. The Contractor, subcontractor or sub-subcontractor shall confirm and verify exact locations of utilities prior to commencing construction operations utilizing hand digging or pot-holing methods acceptable to the University or owner of the utility. The Contractor, subcontractor or sub-subcontractor shall be responsible for all construction in the area of existing utilities.
- 5.7.8 The following utilities are known to have facilities on university property:
 1. Telephone – CenturyLink, Iowa Communications Network–State of Iowa, Windstream, ICS Advance Technologies, Iowa Network Services
 2. Cable TV – Mediacom
 3. Natural Gas – Alliant/IES Utilities or Northern Natural Gas Company
 4. Water – City of Ames
 5. Electrical – City of Ames
 6. Sanitary Sewer-City of Ames
 7. Storm Sewer-City of Ames
- 5.7.9 The Contractor, subcontractor or sub-subcontractor shall not assume all utilities are shown on the drawings or in exact locations.

5.8 Existing Utilities and Structures

- 5.8.1 The Contractor's attention is directed to the extensive network of existing underground pipelines, tunnels, manholes, and electric conduit in the area. It is the Contractor's responsibility to become acquainted with the extent and location of these underground structures and to protect them against damage from his operations. The Contractor shall exercise care to protect underground pipelines, tunnels, and duct banks from heavy vehicular traffic. Heavy wooden mats shall be used where required.
- 5.8.2 Existing utilities shall be adequately protected from damage due to construction by Contractor. The Contractor shall verify the exact locations of existing utilities before starting excavation or trench cutting operations. Excavation adjacent to underground structures shall be done with care. Where required, excavation shall be performed by hand digging around utilities to locate and prevent rupture or breaking of lines. Temporary support and maintenance of all underground utilities including shoring, planking, support material, temporary fill or other protection as required for utilities to remain in continuous service shall be furnished by the Contractor. Where new excavation is below the support line of existing structures, sheeting or other approved procedures shall be utilized. Cost of repairing any damages to existing utilities shall be paid by the Contractor without expense to the university or other utility owners. The Owner reserves the right to repair any existing utility damaged by the Contractor, at the Contractor's expense.
- 5.8.3 Existing utilities which are shown on the drawings or field located and are damaged by the Contractor shall be repaired or replaced, at the Owner's sole option, entirely at the cost of the Contractor. Where damage necessitates a utility outage, Contractor shall work continuously on a 24-hour, around the clock basis until the damaged utility is placed into service again. All costs to be the responsibility of the Contractor.
- 5.8.4 If existing utilities are encountered during construction which are not shown on plans, and which have not been field located prior to encountering same, Contractor shall immediately stop work in that area and notify Owner's Representative. The Owner's Representative will make a determination as to nature of utility and direct the Contractor as to what action is to be taken.
- 5.8.5 No valve, switch or other control of the existing utility systems shall be operated for any purpose by the Contractor without prior approval of the university.

5.9 Off Site Storage Area

- 5.9.1 A limited amount of on-campus area may be made available to the Contractor remote to the project site for storage use. Use of the off site storage areas must be approved by the Owner's Representative.
- 5.9.2 Materials must be stored in enclosed storage units or trailers suitable to protect materials from the elements or other damage. Any materials not stored within enclosures and which do not require protection from the elements must be neatly stacked and/or otherwise maintained in an orderly manner. All storage trailers must have a valid registration and license plates at all times, be maintained in a condition suitable for travel over public roadways, and be identified by Contractor name and project with waterproof signage.
- 5.9.3 The Contractor is responsible for security of all stored materials as required to protect against theft or vandalism.

- 5.9.4 The area available for storage used by the Contractor is limited to the area designated by the Owner's Representative. The Contractor is responsible for marking the boundaries of the storage area designated for the project in a manner acceptable to the Owner's Representative. Trailers or storage units must be aligned and located as approved; be maintained in a neat and orderly manner at all times. The Contractor will be responsible for mowing weeds within the designated storage area.
- 5.9.5 The Contractor and Owner's Representative shall jointly review the condition of the storage area at the time of each monthly pay request meeting. The Owner reserves the right to withhold payment until deficiencies in the storage area are remedied.
- 5.9.6 Access roads to and through the storage area must be maintained in a condition that will adequately support the required vehicle loads and such that dirt and debris will not be tracked onto adjacent roadways. The Contractor is responsible for removal of any dirt or debris accumulations from roads and streets that are the result of the Contractor's use of the storage area.
- 5.9.7 The Contractor shall keep the storage area and adjacent premises as free from materials, debris, rubbish, and trash as practical. The storage area shall not be used for storage of construction debris, earthwork materials, etc.
- 5.9.8 The storage area may not be utilized for daily parking of vehicles for construction personnel. Storage of construction equipment will not be allowed unless specifically approved by the Owner's Representative. Under no circumstances shall the construction storage area be utilized for vehicle maintenance activities.
- 5.9.9 The project will not be accepted and final payment made until the storage site has been restored to the satisfaction of the Owner's Representative.

5.10 Site Signage

- 5.10.1 The Owner will furnish project identification signs. No other Contractor identification signs will be permitted without approval by the Owner.
- 5.10.2 Prepare other signs as required to provide information, direction and assistance related to the project site to construction personnel, pedestrians, and visitors. Signs shall be sized appropriately and installed where required. The Contractor is responsible for furnishing warning signs, barricades and lights as required. An experienced sign painter must prepare all signs.

5.11 Use of Elevator

- 5.11.1 Where a new building is being constructed, the Contractor shall utilize the elevator at the Contractor's risk. The Contractor shall extend the Owner's basic warranty for the duration of the construction contract and shall return the unit to the Owner's use in an as-new condition.
- 5.11.2 The Contractor shall provide and install protective padding to inside perimeter walls and use care in moving materials and equipment through the doors.
- 5.11.3 The Contractor shall not load elevator over the rated name plate capacity nor exceed the per square-inch floor loading design. Any damage to elevator surfaces or mechanism will be repaired by the Owner and shall be paid for by the Contractor.
- 5.11.4 The Contractor shall utilize only the elevator designated by the Owner's Representative and shall not assume that all elevators are for use.

5.12 Fire Alarm Systems

Whenever construction activities are taking place in buildings with active fire alarm and fire sprinkler systems, the Contractor is advised to be aware of existing fire protection devices within and adjacent to the work area. It is the Contractor's responsibility to cover and protect all devices as required to prevent unintended activation and false alarms. In the event that a device is activated due to failure of the Contractor to take necessary precautions, a deductive change in the amount of \$500 will be issued for each occurrence.

5.13 Existing Site Lighting

The Contractor is advised to be aware of the pole mounted lighting systems on campus. This includes existing sidewalk, parking lot, or roadway lighting, either within or outside of the construction limits and served via cables crossing and/or power panels originating in the construction site. It is the Contractor's responsibility to make all portions of the electrical service to and between the light poles operational, even in the event a pole is to be removed or relocated as part of the project scope of work. In the event that any portion of the lighting system fails to operate each night due to failure of the Contractor to take necessary precautions, a deductive change in the amount of \$500 will be issued for each occurrence.

5.14 Smoke-Free Campus

The entire university grounds and properties on the Iowa State University campus is designated as a Smoke-Free Campus. Smoking is prohibited in or on university facilities, grounds, including outdoor areas. When entering the grounds of the university, any smoking material shall be extinguished and disposed of in an appropriate receptacle at the perimeter of the grounds of the university. If the Owner determines that Contractor personnel are violating this policy, the Owner may request that violators be reassigned from the project.

ARTICLE 6 - APPLICATIONS FOR PAYMENT

6.0 REFERENCE

Reference General Conditions Article 10.

6.4 The Contractor may request payment on monthly pay application for work completed on Change Requests that have been approved by the Owner. All Change Requests will be included on a Contract Change Order prior to Final Acceptance.

6.5 No payment will be made for materials stored off site unless 1) the storage facilities have been previously approved by the Owner, and 2) the Contractor has provided an insurance certificate listing ISU as loss payee and written statement giving ISU ownership without possession or control of the item(s). Offsite storage approval will not be granted during the course of a Pay Request meeting. Approval must occur prior to the Pay Request meeting.

6.6 Payments will be processed not more than once a month. It will take approximately 10 working days for the Owner to process the payment and issue a check to the Contractor. The 10 working days begin when the Contract Administration Office receives email notification that the Pay Application has received final approval in the eznetpay® system.

ARTICLE 7 - COPIES OF PROJECT MANUAL AND DRAWINGS

7.0 REFERENCE

Reference General Conditions Article 2, Paragraph 2.2, Subparagraph 2.2.4.

- 7.1 A reasonable number of additional copies of the drawings and project manual will be made available to the Contractor upon request and without cost from ISU's Printing Services for 30 days after Notice of Award. Cost of reproduction and handling will be paid by the Contractor if number needed exceeds what is available.

ARTICLE 8 - PROJECT CLOSEOUT AND WARRANTY WORK

8.0 REFERENCE

Reference General Conditions Article 9, Paragraph 9.8 and Division 1 – General Requirements.

8.1 Asbestos/PCB Certification

Materials and products required for the Work shall not contain asbestos, polychlorinated biphenyls (PCB) or other hazardous materials identified by the Owner. After completion of installation, but prior to Substantial Completion, Contractor shall certify in writing that products and materials installed, and processes used, do not contain asbestos or polychlorinated biphenyls (PCB). In the event a product or material is not available that does not contain asbestos, PCB or hazardous materials, a Materials Safety Data Sheet (MSDS) equivalent to OSHA Form 20 shall be submitted to the Owner for evaluation of the proposed product or material. This must be completed prior to installation of any asbestos, PCB or Owner-identified hazardous materials.

8.2 Project Record Documents

8.2.1 The Contractor shall maintain on a daily basis at the project site a complete set of Record Documents. The Record Documents shall be marked to show all changes and deviations in the Work from that shown on the contract documents.

8.2.2 The Record Documents shall be marked to precisely show the location of all buried or concealed work and equipment. For underground utility installations, the Contractor shall document on the Record Documents the location and invert elevations of encountered utilities and every 50 feet of new utility installations. Measurements shall be taken in plan from permanent structures such as exterior building walls.

8.2.3 Prior to Acceptance of the Work, the Contractor shall submit certified Record Documents to the Owner and Design Professional for review. Any changes, corrections, or additions noted during this review shall be made promptly and the corrected Record Documents shall be delivered to the Owner.

8.2.4 See Division 1 – General Requirements for additional requirements.

8.3 Operation and Maintenance Manuals (Electronic Format)

8.3.1 The Contractor shall provide Operation and Maintenance Manuals for all equipment and materials furnished on the project as follows:

1. One hard copy of the manufacturer's standard maintenance and operating instructions for each piece of equipment shall be provided to the Owner's Construction Manager when the equipment is delivered to the project site.
2. The complete electronic PDF format Operation and Maintenance Manuals shall be published to the project website (Operations Tab, Operation and Maintenance Manuals Element) at least 15 days prior to substantial completion for review by the Owner and Design Professional. The Operation and Maintenance Manuals must be provided before the project will be considered substantially complete.

3. After review by the Owner and Design Professional, the Operation and Maintenance Manuals shall be revised to incorporate any review comments received on the initial copy and a final copy published to the project website. The final copy must be provided prior to final acceptance.
 4. A separate hard copy volume titled "Warranties" with original properly executed warranty documents for all equipment and materials for which warranties are required, shall be provided. The warranty volume must be provided prior to final acceptance.
- 8.3.2 Maintenance manuals shall include full maintenance and operating instructions, warranty information, parts lists, wiring diagrams, recommended spare parts and emergency parts inventory, sources of purchase and similar information compiled in Adobe Acrobat Portable Document Format (PDF) as single electronic systems with suitable hyperlinks to all associated files and documents for easy retrieval and use.
- 8.3.3. The Warranties Volume must be organized based on the Table of Contents in the Project Manual and bound into a heavy duty three ring binder (maximum size 3"). Page size should be 8.5" x 11". A copy of the "Warranty" volume shall be published to the project web site in PDF format.
- 8.3.4 The Operation and Maintenance Manuals are to be organized in PDF format as single electronic systems with suitable hyperlinks to all associated files and documents for easy retrieval and use.
1. The manual shall be created from the native electronic files using the latest available release of Adobe Acrobat. If native electronic files are not available and conversion to electronic format via scanning of printed material is necessary, documents must be electronically converted using Optical Character Recognition (OCR) to enable search capabilities in Adobe Acrobat.
 2. Each PDF file shall allow access to the electronic information from the main index screen. This index screen shall be organized based on the Table of Contents in the Project Manual and shall have Bookmarks to all corresponding pages.
 3. Each item listed in the Table of Contents shall hyperlink to the corresponding subsection, drawing, figure, or table.
- 8.3.5 See Division 1 – General Requirements for additional requirements.

8.4 Demonstration and Training

- 8.4.1 The Contractor shall instruct persons designated by the Owner's Representative in the proper use, operation, and maintenance of all new equipment, and shall provide instructions to Owner's Representative in a written format before final acceptance.
- 8.4.2 See Division 1 – General Requirements for additional requirements.

8.5 Final Cleaning

- 8.5.1 After all construction activities are complete, the project shall be thoroughly cleaned to a condition suitable for occupancy. The Contractor shall employ experienced workers or professional cleaners for final cleaning of work areas. Cleaning materials utilized shall be appropriate and in accordance with manufacturer's instructions for the surfaces and materials being cleaned. Final cleaning includes, but is not limited to, the following:

1. Clean project site. Remove all rubbish, litter, and waste materials from the site. Sweep, power wash, and remove stains from all paved areas. Restore any areas disturbed by construction to the pre-construction condition.
2. Thoroughly clean all interior and exterior surfaces, equipment, fixtures, and systems to a dirt-free condition, removing all foreign paint, grease, oil, dirt, stains and other foreign material. Polish glass surfaces taking care not to scratch surfaces. Sweep concrete floors broom clean in unoccupied areas. Remove all labels that are not permanent.
3. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing equipment and fixtures to a sanitary condition.
4. Vacuum all carpet surfaces and shampoo carpet as necessary to remove stains.
5. Remove dirt and debris from chases and limited access spaces, including plenums, shafts, trenches, attics, vaults, and similar spaces. Clean debris from roofs, gutters, downspouts, and drainage systems.
6. All equipment utilized during the construction period must be restored to "like-new" condition.

8.5.2 See Division 1 – General Requirements for additional requirements.

8.6 Warranty Work

- 8.6.1 Reference General Conditions Article 3, Paragraph 3.5; General Conditions Article 12, Paragraph 12.2; and, Division 1 – General Requirements.
- 8.6.2 When work is required that is covered by the project warranty, the Contractor will be notified by Iowa State University Facilities Planning and Management. The Contractor shall proceed promptly to take action as required. Work schedule and access shall be coordinated with the Owner's Representative. The Contractor shall notify the Owner's Representative in writing when the work has been completed.
- 8.6.3 Post-Occupancy Inspection: The Design Professional will accompany the Owner's Representative or their authorized representatives on a post-occupancy and warranty review prior to the expiration of the warranty period. Any items requiring correction under the project warranty will be transmitted to the Contractor for action.

8.7 Sustainable Construction Practices

- 8.7.1 The Owner is committed to environmental stewardship and sustainable design and construction practices for all construction projects. The following minimum requirements shall be implemented on all projects:
 1. Construction Waste Recycling: The Contractor is encouraged to salvage, reuse, or sell as much of the demolition and construction waste materials as possible. A goal to divert not less than 75% of demolition and construction waste materials from the landfill should be established. The Contractor shall conduct his debris disposal operation, both transportation and displacement of, in a manner acceptable to the Owner and in strict compliance with applicable government regulations.
 2. Energy Conservation: The Contractor shall take all reasonable measures to conserve energy during the construction period to conserve resources and minimize demand on the Owner's utility systems. If excessive or wasteful use of energy or water is observed, the associated costs will be billed to the Contractor.

- a. Any openings in exterior walls must be sealed and insulated to the extent that heat or cooling will be retained within the structure whenever the space is being heated or cooled. Provide doors with self-closing hardware and locks. Temporary weather-tight enclosure shall be equivalent to at least 75% of the R-value and air infiltration of the permanent exterior wall assembly detailed for the Project. Weather-tight enclosures shall provide continuous separation from exterior elements. No holes or openings in temporary weather-tight enclosure shall be allowed.
 - b. When fan and duct systems are used, they shall be used only to the extent necessary to maintain 50 degrees temperature unless higher temperatures are specifically required for a construction operation or process and the higher temperature is approved by the Owner.
3. Water Conservation: The Contractor shall take all reasonable measures to conserve water during the construction period to conserve resources and minimize demand on the Owner's utility systems. Water use that results in ponding or flows into ditches, roadways, gutters, storm inlets, or surface drains should be avoided. If excessive or wasteful use of energy or water is observed, the associated costs will be billed to the Contractor.
 4. Construction Indoor Air Quality Management: For new construction or construction in existing buildings, comply with SMACNA IAQ Guideline for Occupied Buildings under Construction, Second Edition 2007, ANSI/SMACNA 008-2008 (Chapter 3).
 - a. Use and Protection of Permanent HVAC Equipment: Owner's approval is required prior to use of permanent HVAC Equipment. Permanent fan systems will be permitted to be used when it is impossible or impractical to install other systems, when the use of such systems will not be damaged by cold or other causes, and provided the systems are protected by filters and cleaned in accordance with the requirements below. The Contractor shall clean all units and devices (including vacuuming of insides of units), adjust all equipment and controls and repair or replace damaged units or equipment, and install new permanent filters prior to occupancy and Substantial Completion.
 - b. Temporary filters with a minimum rating of MERV 8 shall be installed and maintained during the construction period so that new or existing ductwork, equipment, and systems are protected from accumulation of dirt or dust resulting from construction activities.
 5. Moisture Protection
 - a. All accumulations of water or moisture from any source which are located in the building during storage and/or installation of interior components, including standing water on floors and decks, shall be immediately and completely removed. Keep deck openings covered or dammed. Remove all materials which become saturated or with visible signs of mold promptly from the site. Avoid trapping water in finished work.
 - b. Store materials as indicated and per manufacturer's written recommendations. Protect stored and installed material from flowing or standing water. Protect all stored on-site or installed absorptive materials from moisture accumulation or damage by covering with plastic or other suitable material. Inspect as necessary to ensure adequate protection. Do not install material that is wet. Immediately remove and replace water-damaged materials or materials showing the presence of mold.

6. Construction Storm Water Management: Prevent the loss of soil and sedimentation of storm sewer during construction by conforming with the erosion and sedimentation requirements of the Clean Water Act, National Pollution Discharge Elimination System, General Permit No. 2 and Iowa State University MS4 permit. The Contractor shall take appropriate measures to control run-off from the site during and following construction including, but not limited to, the following:
 - a. Access roads to and through the site must be maintained such that dirt and debris will not be tracked onto adjacent roadways. The Contractor is responsible for removal of any dirt or debris accumulations from roads and streets adjacent to the site daily. Construction entrances adjacent to public/private roads shall be graveled immediately to prevent vehicle tracking. The Contractor shall promptly remove site material tracked onto adjacent streets/property.
 - b. Installation and maintenance of all temporary and permanent erosion control measures is the responsibility of the Contractor. Cleaning of silt control devices shall begin when they have lost 50% of their capacity. All storm water inlets both inside and adjacent to the site must be adequately protected with silt fence, rip-rap, compost socks, straw bales, sediment traps, or other approved methods.
 - c. Provide designated areas for concrete truck washouts that have controlled outlets. No disposal of concrete waste is allowed on campus other than areas designated by the Contractor within the construction site.

ARTICLE 9 - SAFETY AND HEALTH

9.0 REFERENCE

Reference General Conditions Article 10 and Division 1 – General Requirements

9.1 Accident Prevention: The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

9.2 The Work shall be governed by applicable provisions of the general law, including the latest amendments of the following:

9.2.1 William-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596.

9.2.2 Part 1910 - Occupational Safety & Health Standards, Chapter XVII of Title of 29, Code of Federal Regulations.

9.2.3 Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

9.3 The Contractor is responsible for conducting a safety program and/or precautions on the project site that assures work on the site is conducted in accordance with all guidelines and requirements of OSHA and other applicable laws, building and construction codes, and sound construction practice. The Contractor shall prepare, implement and enforce a project safety plan for the purpose of maintaining a site where work is conducted in a safe manner. A copy of the safety plan shall be maintained on site at all times.

{ If project is >=\$1M, leave 9.3.1 in document, otherwise delete}

9.3.1 The Owner is committed to encouraging construction site safety, and Contractor work practices that minimize hazard prevention. In support of this commitment to safety, the

Contractor shall enroll this project in the Iowa Occupational Safety and Health Administration/Master Builders of Iowa WORKSAFE recognition program and maintain this designation throughout the project schedule. This program is to be in addition to the Contractor's own safety program. Details and requirements of the WORKSAFE program can be accessed at { [HYPERLINK "http://www.iowaworksafes.com"](http://www.iowaworksafes.com) }. The Contractor's Safety Representative shall be the WORKSAFE contact person and the liaison to schedule visits with IA OSHA Consultation and the MBI, verify the onsite safety surveys have taken place and that survey evaluation reports have been issued to all parties on the project.

9.4 Absolutely no alcoholic beverages or use of illegal drugs will be permitted on the site.

9.5 Fire Protection

9.5.1 During the construction period provide fire protection. Provide at least one (1) U.L. listed multipurpose dry chemical fire extinguisher (2A20BC) rating on each floor. This requirement is in addition to the Owner's present equipment.

9.5.2 Preparation of flammable compounds inside the building is prohibited.

9.5.3 Gasoline and other flammable and volatile fluids having low flash point and ignition temperatures shall not be stored or handled in the building except in U.L. listed safety cans. Reserve flammable liquids in barrels should be stored well away from the structure and kept under lock and key.

9.6 Hot Work Procedures: Hot work processes should be avoided to the greatest extent possible. Hot work includes any work where an ignition source is an element of the work process and includes but is not limited to welding, flame cutting, grinding, pipe sweating, soldering, etc. Where hot work is required by these specifications or cannot otherwise be avoided, these activities must be carefully controlled and supervised.

9.6.1 The Contractor shall designate a Hot Work Supervisor on the project site to be responsible for supervising and controlling hot work who is fully trained in hot work safety guidelines, including causes of fires, preventative measures, personal protective equipment, etc. Before hot work activities take place, the Hot Work Supervisor shall determine what actions must be taken to ensure that hot work is performed safely. This includes identifying hazards, implementing control measures, ensuring that a trained operator is performing work, and posting a fire watch. All personnel performing hot work must be fully trained in hot work safety guidelines, including causes of fires, preventative measures, personal protective equipment, etc. All incidences of hot work and precautions taken shall be documented in the Contractor daily reports.

9.6.2 Before proceeding with hot work, combustible materials within 35 ft of the work zone must be removed and any openings in walls floors or ducts that are within 35 ft of the work zone must be covered to eliminate travel passages for sparks, heat and flames. Where it is not possible to remove combustible materials, protect combustibles through the use of fire-resistant or fire-retardant barriers.

9.6.3 Hot work activities should only be conducted in areas free of flammable or combustible materials (liquids, vapors or dusts). Whenever possible welding and cutting operations should be carried out in permanent welding facilities designed to contain operations with noncombustible barriers and properly exhaust heat and fumes. Welding is not permitted in or near closed tanks that contain or may have contained flammable liquids, unless they have been thoroughly drained, purged and tested to be free of flammable gases or vapors. Welding will not be permitted on any closed containers.

- 9.6.4 Whenever hot work activities occur, the Contractor must provide a fully charged operating fire extinguisher in the hot work zone. Automatic sprinkler systems should be in service during hot work activities whenever possible. All fire detection and alarm system devices shall be covered as required to prevent unintended activation and false alarms.
- 9.6.5 The Contractor shall designate an individual responsible for providing a fire watch to supervise hot work activities and ensure safe handling of hot work equipment. The fire watch is responsible for monitoring the hot work area for fires and be prepared to take emergency action during hot work activities and for a minimum period of 30 minutes after work is completed.

9.7 Hazardous Chemical Risks Right to Know Law

- 9.7.1 The Owner will provide the Contractor with a form entitled "Hazardous Chemicals Identification Form for Contractor" which lists known hazardous chemicals within the project site and appropriate protective measures to be taken by Contractor employees. The Contractor should sign and return to the Owner. The Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right to Know Law.
- 9.7.2 The Contractor shall provide a list of known hazardous chemicals that they anticipate will be used on the site as well as other pertinent information relating to employee protection. The form entitled "Contractor's Hazardous Chemicals Identification Form" will be provided electronically by the Owner for reporting this information. The form should be completed and returned to the Owner. A fully signed document will be made available to the Contractor. To comply with Iowa law, this information must be sent via registered mail by the Contractor to the Ames Fire Department. Contractor's Material Safety Data Sheets (MSDS) must be made available to the Owner upon request.
- 9.7.3 The Contractor shall maintain a copy on site of all Material Safety Data Sheets (MSDS) for all products and materials used on the project.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Construction Conferences and Meetings

- 10.1.1 Between the date of execution of the Contract and the start of construction, the Owner will schedule a preconstruction meeting to discuss requirements in the performance of the Contract. The Contractor shall be represented at this meeting by a principal and the Project Superintendent.
- 10.1.2 Construction Project Meeting will be scheduled by ISU at least once a month and will be held in the General Services Building at Iowa State University or at another location acceptable to the Owner. The Contractor must be represented at these meetings by a principal and the Project Superintendent and shall require attendance by all major subcontractors and other personnel and/or subcontractors whose expertise or responsibilities are pertinent to the agenda of the meeting. The Contractor should be prepared to distribute an updated project schedule at each meeting.
- 10.1.3 The Design Professional will attend all construction progress meetings and shall keep, prepare, and distribute meeting minutes to Owner's Representative and Contractor(s).

10.2 Electronic Project Communications

10.2.1 Electronic Project Communications including, but not limited to, the systems, formats and transmission methods identified in this article and elsewhere in the Contract Documents, will be utilized for this project and may be relied on for purposes of binding information transfer for this Project. All parties agree that transactions may be conducted by electronic means in accordance with the provisions of Chapter 554D of the Code of Iowa except as noted below. The following documents must be provided in paper form with original signatures:

1. Agreement Between Contractor and Owner
2. Change Orders to the Agreement
3. Contract Performance and Payment Bond

10.2.2 All parties are required to acquire and/or maintain at its own expense throughout the Project, the following hardware, software, services and other electronic processes and versions, including payment for all royalty or license fees for their use, necessary to effectively and reliably transmit and receive Project-related Electronic Communications:

Minimum System and Software Requirements:

- Operating Systems: Windows XP, or Windows 7
- Minimum 1 GB RAM
- Processor: PC Compatible, 2 GHz Pentium 4 or better
- Minimum 65 MB free hard disk space for application
- Minimum 130 MB of temporary free hard disk space used during installation
- Video Card and display capable of True Color (24-bit) with at least 32 MB memory
- Internet connection (high speed 10 Mbps or higher required)
- Internet Explorer 7.0, 7.0 SP1, 8.0, or 9.0 (32-bit only)
- Anti-virus software
- Scanner
- Printer

File formats: The following file formats are permitted. Each Party shall maintain hardware and software as required to read each of these formats and to produce the formats for the types of documents they are responsible for creating or revising.

- PDF Adobe Portable Document Format
- RTF Rich Text Format
- GIF CompuServe Graphic Interchange Format
- JPG JPEG, or JIFF compliant format
- TIF Tagged Image File Format
- DWG Autodesk or Open Design Alliance (free viewers available)
- DOCX; DOC Microsoft Word (Recommended)
- XLSX; XLS Microsoft Excel (Recommended)
- PPTX; PPT Microsoft PowerPoint (Recommended)
- MSG Microsoft Outlook (Recommended)
- MPP Microsoft Project

- 10.2.3 An Internet based project communication and management system (CentricProject) will be utilized on this project to share information among team members and conduct and track project communications. The Contractor is required to participate with the project team and use the system for viewing correspondence and information posted by other project team members, posting correspondence and information for viewing by other project team members, and logging and/or responding to such as Change Requests, RFI's and Shop Drawings. There are no fees required for access to the system. The Contractor shall provide required user information to the Owner after award of contract. Security levels, access to information, and authorization is controlled by the Owner. Iowa State University will provide project team members with password protected access privileges to the project web site.
- 10.2.4 An electronic payment application process (eznetpay®) will be utilized on this project. eznetpay® is an online application to transmit payment applications among the Contractor, Design Professional and Owner for approval. No hardware or software purchase is required to operate eznetpay®. eznetpay® can be operated with access to the internet and a standard email account. Owner will provide training.
1. eznetpay® is accessed on the internet at { HYPERLINK "https://go.eznetpay.com" }. Users must enter their Logon ID and password to log on. Individual users of eznetpay® are assigned their own unique and confidential Logon ID and a temporary password to use the system. After the first log on, users will be required to update their password. Payment applications are electronically processed through eznetpay's automated process. All supporting documentation relating to payment application requests, such as pictures, photocopies of priced invoices for all material included in Stored Materials on the pay application, and any other required documents shall be uploaded.
 2. Contractor shall provide required user information to the Owner after award of contract. Security levels, access to information, and authorization is controlled by the Owner. Digital signatures track action steps taken by individual Users. Users may view digital signatures of all authorized persons within the assigned contract.
- 10.2.5 The Contractor shall maintain and pay for internet service to the field office at the time of mobilization. Service shall be maintained until substantial completion or longer if necessary. Contractor shall provide, install, and remove any cables required from the construction trailer to the connection point of service. At least one computer with monitor, printer and internet access, email service, etc., shall be maintained in the field office. Internet access and data service may be made available from the Iowa State University network upon request and approval. All devices that connect to the Iowa State University network need to be registered before they will be allowed to connect.
- 10.2.6 Access to the Iowa State University network and wireless access on campus may be authorized by the Owner's Representative upon submittal of MAC addresses as required to allow devices to be sponsored and registered appropriately. The Contractor agrees to be accountable for using these resources in a secure, ethical and respectful manner and follow all policies and procedures as outlined in the Iowa State University policy for Acceptable Use of Information Technology Resources available at { HYPERLINK "http://policy.iastate.edu/ITacceptableuse" }. The university may disable service to an individual or a computing device when it has been determined that a violation of this code or an apparent misuse of university computing facilities or networks has occurred.

10.3 Contractor Daily Reports

10.3.1 The Contractor's Superintendent shall maintain a daily report of the construction progress. The report shall include detailed information such as high and low temperature and general weather conditions, temperature recordings, accidents and unusual events, meetings and significant decisions, unforeseen site conditions, subcontractors on site, number of workers by trade, items of work being accomplished, possible delay impacts (whether caused by the Owner, Contractor, Design Professional, or others), material deliveries, deficiencies noted, corrective work performed, visitors to the job site and any other information relevant to the project. Attach copies of subcontractor daily reports as necessary. Copies of any special testing reports, special inspection reports, or concrete batch tickets shall be attached. The Contractor's daily reports shall be delivered weekly to the Owner's Construction Manager. Payment may be withheld for incomplete, inaccurate reports or for failure to submit reports as required above.

10.3.2 See Division 1 – General Requirements for additional requirements.

10.4 Lamp and Ballast Recycling

10.4.1 Iowa State University conducts a program for the appropriate disposal and/or recycling of materials such as PCB fluorescent light fixture ballasts, fluorescent lamps, and HID lamps. When the Work includes the demolition or removal of such items, the Contractor shall contact the Owner's Representative and containers will be furnished for the Contractor's use in the collection and storage of these items. When the demolition or removal of these items is complete, the storage containers will be collected at a location designated on the project site by the Owner.

END OF SECTION

SPECIAL CONDITIONS

TABLE OF ARTICLES

1. CERTIFIED IOWA TARGETED SMALL BUSINESS PARTICIPATION GOAL
2. INSURANCE REQUIREMENTS
3. PROJECT MILESTONE SCHEDULE
4. STATE BUILDING CODE COMMISSIONER INSPECTIONS
5. GEOTECHNICAL REPORT
6. SITE SURVEY
7. NOTICE TO PROCEED
8. LIQUIDATED DAMAGES
9. SPECIAL PROVISIONS
10. FEDERAL REQUIREMENTS

SPECIAL CONDITIONS

ARTICLE 1 - CERTIFIED IOWA TARGETED SMALL BUSINESS PARTICIPATION GOAL

1.1 PARTICIPATION GOAL

{SPC1a}1.1.1 The certified Iowa Targeted Small Business participation goal for this project is 10% of the base bid. The actual Targeted Small Business participation amount must be reported on the Final Payment Reporting Form as part of the Targeted Small Business Program.

{SPC1b}1.1.1 The certified Iowa Targeted Small Business Participation goal for this project is 0%.

ARTICLE 2 - INSURANCE REQUIREMENTS

2.0 REFERENCE

Reference General Conditions of the Contract Article 11, Paragraphs 11.1 and 11.2.

2.1 CONTRACTORS LIABILITY INSURANCE

2.1.1 The insurance required by Paragraph 11.1.1 of the General Conditions shall be written for not less than following limits, or greater if required by law:

<u>Form of Coverage</u>	<u>Minimum Limits of Liability</u>
1. Commercial Automobile Liability Insurance to include non-owned, hired, or rented vehicles as well:	
(1) Bodily Injury and Property Damage	\$1,000,000 combined single limit each accident
2. Commercial General Liability Insurance including:	
(1) Bodily Injury and Property Damage	\$1,000,000 for each occurrence \$2,000,000 aggregate
(2) Fire Legal Liability	\$ 300,000
(3) Medical Expense Coverage	\$ 5,000
(4) Contractual Liability Coverage	
(5) Independent Contractor's Protective Liability Coverage	
(6) Explosion, collapse and damage to underground property	
(7) Completed operations coverage for a period of two (2) years after Acceptance of the Work	
(8) Policy aggregate shall apply separately to each project	

3. Worker's Compensation and Occupational Diseases	Statutory Limits
Employer's Liability	\$100,000/500,000/100,000

Worker's Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; { } Iowa Braille and Sight Saving School OR Iowa School for the Deaf; the Board of Regents, State of Iowa; and, the State of Iowa. Endorsement form WC 00 03 13 must be attached to the certificate of insurance.

Business entities that are sole proprietors, partnerships, or LLC's must show proof that the proprietors, partnerships and LLC members have elected to be included in the workers compensation coverage. This coverage election applies to individuals working in any capacity on { list the appropriate school & delete the other 2 } Iowa State University { } Iowa Braille and Sight Saving School { } Iowa School for the Deaf projects whether on site or off site. The form of proof required shall be a statement in the description box on the certificate of insurance, or an applicable endorsement form.

Business entities that are sub S or C corporations must not have elected to exclude any officers. This applies to officers who are working in any capacity on { list the appropriate school & delete the other 2 } Iowa State University { } Iowa Braille and Sight Saving School { } Iowa School for the Deaf projects regardless of whether they are on site or off site.

4. Excess Liability	{SPC2.a}\$3,000,000 {SPC2.b}\$5,000,000
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- 2.1.2 Insurance required herein shall be primary to any other insurance coverage purchased and shall be issued by an insurer licensed to do business in the state of Iowa having a minimum rating of "A- VII" or higher from A. M. Best.
- 2.1.3 The Contractor shall name Iowa State University; { } Iowa Braille and Sight Saving School OR Iowa School for the Deaf; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and work hereunder and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. This insurance afforded to the additional insured is to be primary of any other valid and collectible insurance. The additional insured shall be added under CG 20 10 (7-04) and CG 20 37 (7-04) or older edition dates. No company forms or vicarious liability versions more narrow in scope will be accepted. In addition to this requirement, the actual additional insured forms must be attached to the certificate of insurance.
- 2.1.4 The Contractor shall be responsible for the cost of deductible payments, which shall not be a cost of the Work or passed on to the Owner.
- 2.1.5 Certificate of Insurance:
 - A. Contractor shall identify the name of the Project on the certificate of insurance.
 - B. Contractor shall name Iowa State University; { **SPC2a-Additional Insured** } Iowa Braille and Sight Saving School OR Iowa School for the Deaf; the Board of Regents, State of Iowa; and the State of Iowa as additional insureds on the certificate of insurance.

- C. Owner's address, for filing certificates of insurance, is:
Board of Regents, State of Iowa
C/O Facilities Planning and Management Department
200 General Services Building
Iowa State University
Ames, Iowa 50011-4021

2.2 PROPERTY INSURANCE

{SPC3a Contractor}2.2.1 The Contractor shall maintain sufficient property insurance for the full value of all materials and equipment to be incorporated as part of the work.

{SPC3b-Owner}2.2.1 The Owner shall purchase and maintain all risk Builders Risk insurance in an amount equal to the construction cost. The Owner's Builders Risk insurance coverage includes only building materials and equipment that become a part of the project and does not include Contractor's personal property such as tools and equipment. The Contractor shall carry Special Form Property coverage on equipment, tools, and materials owned or rented in an amount to be determined by the Contractor. This insurance shall name the Contractor as an additional insured and shall include the interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work. Builders Risk coverage shall be written on standard industry forms with normal policy exclusions including, but not limited to, flood and earthquake.

2.2.2 The Contractor may request a copy of the Owner's Builders Risk Policy.

2.2.3 The Owner may purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work.

2.2.4 Any loss insured under specified Property Insurance is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. The Contractor shall pay each subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his sub-subcontractors in similar manner.

2.2.5 If the Contractor requests in writing that insurance for risks other than those specified or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

2.2.6 The Owner and Contractor waive all rights against (1) each other and the subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Design Professional, his consultants, and separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by specified property insurance or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The foregoing waiver afforded the Design Professional, his agents and employees shall not extend to the liability imposed by indemnification requirements.

2.2.7 The Owner as trustee shall have power to adjust and settle any loss with the insurers.

- 2.2.8 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- 2.2.9 The Contractor's Property Floater insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right of recovery against Owner."
- 2.2.10 The Contractor shall pay a { SPC3c }\$2,500 deductible for each Claim made against the Owner's Builders Risk Policy. When a loss occurs, the Contractor shall notify the Owner within three (3) working days so that a report can be made to the insurance company. A detailed written report of the loss shall be furnished to the Owner within ten (10) working days of the loss. The Owner's Builders Risk policy does not include coverage for theft or damage of Contractor's tools and equipment.

ARTICLE 3 - PROJECT MILESTONE SCHEDULE

- 3.0 Reference General Conditions of the Contract Article 3, Paragraph 3.10, and Supplementary Conditions Article 3.
- 3.1 The following is a list of project milestones. The milestone dates specified are for specific items critical to maintaining the project schedule. These milestone dates shall be incorporated in the Contractor's coordination and planning and be included in the Construction Schedule prepared in accordance with Article 3, Paragraph 3.10 of the General Conditions and Article 3 of the Supplementary Conditions.

{SPC4}

	DAYS	DATE	SPECIFICATION
Pre-Bid Conference	-	{ mm/dd/yy }	Instructions to Bidders – Article 18
Last Day for Substitutions	-	{ mm/dd/yy }	Instructions to Bidders – Article 12
Receipt of Bids	-	{ mm/dd/yy }	Instructions to Bidders – Article 1
Projected Notice of Award*	-	{ mm/dd/yy }	Instructions to Bidders – Article 11
Submittal of Proposed Subcontractor List	-	{ mm/dd/yy }	General Conditions – Article 5
Execution of Contract	-	{ mm/dd/yy }	Instructions to Bidders – Article 16
{SPC4g}Projected Notice to Proceed*	-	{ mm/dd/yy }	Instructions to Bidders – Article 11 and Special Conditions – Article 3
Substantial Completion	{ }	{ mm/dd/yy }	General Conditions – Article 9
Final Completion	{ }	{ mm/dd/yy }	General Conditions – Article 9
<p>{SPC4j}*Actual Notice of Award date cannot be guaranteed. { }Milestone dates will be adjusted accordingly based on the actual Notice of Award date.</p>			
<p>{SPC4k}*Actual <u>Projected Notice of Award</u> and <u>Projected Notice to Proceed</u> dates cannot be guaranteed. { }Milestone dates will be adjusted accordingly based on the actual <u>Notice of Award</u> and <u>Notice to Proceed</u> dates.</p>			

ARTICLE 4 - STATE BUILDING CODE COMMISSIONER INSPECTIONS

4.1 {SPC5a}Not Used{SPC5b}GENERAL

- 4.1.1 This project is subject to building inspections by the State Building Code Commissioner. Inspections will be conducted at three phases of construction: foundation, rough-in, and final.
- 4.1.2 Construction or Work subject to inspection by the State Building Code Commissioner shall remain accessible and exposed for inspection. The Contractor shall provide access to and means for inspection. When the project is of such size that the inspector will only be able to view one portion of the building at that phase of construction, the Contractor shall request an inspection on the first portion to be constructed before any Work subject to inspection is covered or concealed. The Contractor is responsible for the removal or replacement of any material required to allow inspection.
- 4.1.3 In addition to the inspections specified above, the State Building Code Commissioner is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the State Building Code Commissioner.
- 4.1.4 The Contractor shall notify the Owner when work is ready for inspection and the Owner's Representative will schedule the inspection with the State Building Code Bureau. Inspections will be conducted by the Bureau between the hours of 8:00 a.m. and 4:30 p.m., unless other arrangements have been made with the Contractor or the Owner. Requests for inspections must be made at least forty-eight (48) hours in advance.
- 4.1.5 All base inspection fees for the State Building Code Commissioner will be paid by the Owner. If fees are incurred by the Owner for additional inspections required because the Work was not ready for the scheduled inspection or because Work was not installed in accordance with the Contract Documents and applicable codes, the Contractor shall reimburse the Owner for all additional fees incurred.

4.2 INSPECTION VIOLATIONS

- 4.2.1 After the requested inspections are completed, the State Building Code Commissioner will notify the Contractor or the Owner of any violations observed. Violations of the applicable codes will be identified in writing with the appropriate code citation. A copy of the violations will be mailed to the Contractor and the Owner.
- 4.2.2 Any violations shall be promptly corrected. Affected portions of the Work shall not be covered or concealed until authorized by the State Building Code Commissioner.
- 4.2.3 Follow-up inspections, to verify that corrections of violations have been completed, will be at the discretion of the inspector.

4.3 FOUNDATION INSPECTIONS

- 4.3.1 A foundation inspection will be conducted to determine compliance with applicable provisions of the State Building Code in effect at the time that the project is submitted to the Bureau for plan review.
- 4.3.2 Violations identified during a State conducted foundation inspection must be corrected immediately before any foundation Work may continue unless specifically approved by the inspector.
- 4.3.3 If the project is of such size that the entire foundation cannot be inspected during one visit, inspection of one typical segment of the foundation will be deemed sufficient.

4.4 ROUGH-IN INSPECTIONS

- 4.4.1 A rough-in inspection will be conducted to determine compliance with portions of the State Building Code including, but not limited to, fire-rated enclosures, framing, plumbing, electrical, and means of egress.
- 4.4.2 Violations identified during a rough-in inspection must be corrected within a time frame to be established by the inspector and listed on the inspection report.
- 4.4.3 If the project is of such size that a rough-in inspection of the entire structure cannot be inspected during one visit, inspection of one typical segment of the structure will be deemed sufficient.

4.5 FINAL INSPECTIONS

- 4.5.1 A final inspection will be conducted on the entire structure prior to occupancy of the building. This inspection may include, but will not necessarily be limited to, fire-protection features such as rated walls, doors and dampers, the testing of fire protection systems, handicapped accessibility, and means of egress.
- 4.5.2 Violations identified during a final inspection must be corrected before the building will be approved for permanent occupancy. The inspector may approve the building for partial or temporary occupancy depending on the nature and seriousness of the violation and establish a time frame for the correction of the violation(s).

4.6 CERTIFICATE OF OCCUPANCY

- 4.6.1 Buildings subject to this inspection agreement may not be occupied until a Certificate of Occupancy has been issued by the State Building Code Bureau.
- 4.6.2 At the request of the Owner, a partial Certificate of Occupancy or Temporary Certificate of Occupancy may be issued for a definitive area of the building before the completion of the Work, provided that such portion or portions are deemed safe for occupancy while the remainder of the Work is completed.

ARTICLE 5 - GEOTECHNICAL REPORT

- 5.1 **{SPC6a}Not Used{SPC6b}**A Geotechnical Report has been prepared by **{SPC6c}**, as a service to the Owner. Inquiries regarding this report shall be referred to **{SPC6d}** with information copies sent to Owner. No representation or warranty is made by the Owner of the adequacy or contents of this report. The Geotechnical Report can be accessed on the Owner's Project Web Site.

ARTICLE 6 - SITE SURVEY

- 6.1 **{SPC7a}Not Used{SPC7b}**A Site Survey has been performed by **{SPC7c}** as a service to the Owner and is included in the drawings. Inquiries regarding this survey shall be referred to **{SPC7d}**, with information copies sent to the Owner. No representation or warranty is made by the Owner of the adequacy or contents of this survey. The Site Survey can be accessed on the Owner's Project Web Site.

ARTICLE 7 - NOTICE TO PROCEED

- 7.1 **{SPC8a}Not Used{SPC8b}**The Contract Time will commence upon receipt of a written Notice to Proceed from the Owner and work shall be completed within the time set forth in the Agreement Between Contractor and Owner. The Notice to Proceed date is the date that the Contractor may mobilize and commence work on the project site.

ARTICLE 8 - LIQUIDATED DAMAGES

8.0 ~~{SPC9a}~~Not Used~~{SPC9b}~~REFERENCE

Reference General Conditions of the Contract Article 8, Paragraph 8.3

8.1 The work to be performed under this contract shall be completed within the time specified in the Instructions to Bidders, Article 11, Paragraph 11.1, Subparagraph 11.1.4.

8.2 It is agreed that the contract time is of prime importance and will cause the Owner to sustain substantial damages. The contract time will, however, be extended in the event of occurrence of any conditions described in Paragraph 8.3 of the General Conditions of the Contract.

~~{SPC9c}~~8.3 In the event the Contractor shall fail to meet the requirements for substantial completion of the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay the Owner the sum of { } and No/100 Dollars (\$ { }) for each and every calendar day that the time consumed in completing his work exceeds the time allowed therefore. Said sum is hereby fixed and agreed as the liquidated damages that the Owner will suffer by reason of such delay, in view of the difficulty of accurately ascertaining the loss which the Owner will suffer by reason of inability to enter into possession, occupancy or use the structure or facility, and is not imposed as a penalty.

8.4 The Owner will deduct and retain out of the moneys which may become due hereunder to the Contractor, the amount of such liquidated damages and in case the amount which may become due hereunder shall be less than the amount of the liquidated damages suffered by the Owner, the Contractor shall pay the difference upon demand by the Owner.

ARTICLE 9 - SPECIAL PROVISIONS

9.1 ~~{SPC10a}~~Not Used~~{SPC10b}~~Iowa Braille and Sight Saving School: Replace Paragraph 5.7.8 in the Supplementary Conditions with the following:

5.7.8 Contractor shall be responsible for locating utilities not owned by Iowa Braille and Sight Saving School. The following utilities are known to have facilities on school property:

1. Telephone – Qwest
2. Cable TV – Mediacom
3. Natural Gas – Alliant Energy
4. Water – City of Vinton
5. Electrical – Vinton Municipal Electric Utility
6. Fiberoptic Cable – State of Iowa, McLeod USA

Contractor shall arrange for locates of non-IBSSS utilities by contacting Iowa One Call at 1-800-292-8989.

When contacting Iowa One Call, the Contractor and/or subcontractors shall give the following project location information to the operator for every locate requested: Iowa Braille and Sight Saving School, Project Name, closest street, intersection, or existing building, and/or other descriptions that define the work site. Contractor and/or subcontractors should ask operator to advise locating companies or contractors to contact Facilities Management at the school by either stopping by the Facilities Office in the Service Building upon entering the campus or by calling the Facilities Manager at (319) 472-5221, extension 5102, before beginning locating process.

Replace Paragraph 9.7.2 in the Supplementary Conditions with the following:

9.7.2 The Contractor shall provide a list of known hazardous chemicals that they anticipate will be used on the site as well as other pertinent information relating to employee protection. The form entitled "Contractor's Hazardous Chemicals Identification Form" will be provided electronically by the Owner for reporting this information. The form should be completed and returned to the Owner. A fully signed document will be made available to the Contractor. To comply with Iowa law, this information must be sent via registered mail by the Contractor to the local Fire Department. Contractor's Material Safety Data Sheets (MSDS) must be made available to the Owner upon request.

{ }9.1 Iowa School for the Deaf: Replace Paragraph 5.7.8 in the Supplementary Conditions with the following:

5.7.8 Contractor shall be responsible for locating utilities not owned by Iowa School for the Deaf. The following utilities are known to have facilities on school property:

1. Telephone – Qwest/Cox Communications/AT&T/US Sprint
2. Cable TV – Cox Communications
3. Natural Gas – Peoples Natural Gas
4. Water – City of Council Bluffs
5. Electrical – MidAmerican Energy
6. Iowa Communications Network – State of Iowa

Contractor shall arrange for locates of non-ISD utilities by contacting Iowa One Call at 1-800-292-8989.

When contacting Iowa One Call, the Contractor and/or subcontractors shall give the following project location information to the operator for every locate requested: Iowa School for the Deaf, Project Name, closest street, intersection, or existing building, and/or other descriptions that define the work site. Contractor and/or subcontractors should ask operator to advise locating companies or contractors to contact Facilities Management at the school by either stopping by the Facilities Office in Giangreco Hall upon entering the campus or by calling the Facilities Manager at (712) 366-3212 before beginning locating process.

Replace Paragraph 9.7.2 in the Supplementary Conditions with the following:

9.7.2 The Contractor shall provide a list of known hazardous chemicals that they anticipate will be used on the site as well as other pertinent information relating to employee protection. The form entitled "Contractor's Hazardous Chemicals Identification Form" will be provided electronically by the Owner for reporting this information. The form should be completed and returned to the Owner. A fully signed document will be made available to the Contractor. To comply with Iowa law, this information must be sent via registered mail by the Contractor to the local Fire Department. Contractor's Material Safety Data Sheets (MSDS) must be made available to the Owner upon request.

{ }9.1 Iowa Lakeside Laboratory: Replace Paragraph 5.7.8 in the Supplementary Conditions with the following:

5.7.8 Contractor shall be responsible for locating all utilities not owned by Iowa Lakeside Laboratory. The following utilities are known to have facilities on Iowa Lakeside Laboratory property:

1. Telephone – owned by city of Lakeside
2. Natural Gas – owned by city of Lakeside
3. Water – owned by city of Lakeside
4. Electrical – aerial and underground main – Alliant Energy
5. Distribution – owned by city of Lakeside
6. Sanitary Sewer – high pressure mains – Iowa Great Lakes Sanitary District
On-site System – owned by city of Lakeside

Pump Stations (2) – owned by city of Lakeside

Contractor shall arrange for locates of non-Iowa Lakeside Laboratory utilities by contacting Iowa One Call at 1-800-292-8989.

When contacting Iowa One Call, the Contractor and/or subcontractors shall give the following project location information to the operator for every locate requested: Iowa Lakeside Laboratory, Project Name, closest street, intersection or existing building, and/or other descriptions that define the work site. Contractor and/or subcontractors should ask operator to advise locating companies or contractors to contact Facility Manager at the Iowa Lakeside Laboratory by either stopping at the Iowa Lakeside Laboratory office or by calling the Facility Manager at 712-337-3669.

Replace Paragraph 9.7.2 in the Supplementary Conditions with the following:

9.7.2 The Contractor shall provide a list of known hazardous chemicals that they anticipate will be used on the site as well as other pertinent information relating to employee protection. The form entitled "Contractor's Hazardous Chemicals Identification Form" will be provided electronically by the Owner for reporting this information. The form should be completed and returned to the Owner. A fully signed document will be made available to the Contractor. To comply with Iowa law, this information must be sent via registered mail by the Contractor to the local Fire Department. Contractor's Material Safety Data Sheets (MSDS) must be made available to the Owner upon request.

{ }9.1 Iowa State University Dairy Farm & Ag 450 Farm: Replace Paragraph 5.7.8 in the Supplementary Conditions with the following:

5.7.8 Contractor shall be responsible for locating all utilities not owned by Iowa State University. The following utilities are known to have facilities on Iowa State University Dairy Farm property:

1. Telephone – Qwest/McLeodUSA
2. Cable TV – Mediacom
3. Natural Gas – Alliant/IES Utilities or Northern Natural Gas Company
4. Water – Zenia
5. Electrical – Alliant/IES Utilities
6. Iowa Communications Network – State of Iowa

Contractor shall arrange for locates of non-ISU utilities by contacting Iowa One Call at 800-292-8989.

When contacting Iowa One Call the Contractor and/or subcontractors shall give the following project location information to the operator for every locate requested: Iowa State University, Project Name, closest street, intersection, or existing building, and/or other descriptions that define the work site.

Replace Paragraph 9.7.2 in the Supplementary Conditions with the following:

9.7.2 The Contractor shall provide a list of known hazardous chemicals that they anticipate will be used on the site as well as other pertinent information relating to employee protection. The form entitled "Contractor's Hazardous Chemicals Identification Form" will be provided electronically by the Owner for reporting this information. The form should be completed and returned to the Owner. A fully signed document will be made available to the Contractor. To comply with Iowa law, this information must be sent via registered mail by the Contractor to the local Fire Department. Contractor's Material Safety Data Sheets (MSDS) must be made available to the Owner upon request.

{ }9.1 Bilsland Farm: Replace Paragraph 5.7.8 in the Supplementary Conditions with the following:

5.7.8 Contractor shall be responsible for locating all utilities not owned by Iowa State University. The following utilities are known to have facilities on Iowa State University Bilisland Farm property:

1. Telephone – Qwest
2. Electrical – Alliant Energy

Contractor shall arrange for locates of non-ISU utilities by contacting Iowa One Call at 800-292-8989.

When contacting Iowa One Call the Contractor and/or subcontractors shall give the following project location information to the operator for every locate requested: Iowa State University, Project Name, closest street, intersection, or existing building, and/or other descriptions that define the work site.

Replace Paragraph 9.7.2 in the Supplementary Conditions with the following:

9.7.2 The Contractor shall provide a list of known hazardous chemicals that they anticipate will be used on the site as well as other pertinent information relating to employee protection. The form entitled "Contractor's Hazardous Chemicals Identification Form" will be provided electronically by the Owner for reporting this information. The form should be completed and returned to the Owner. A fully signed document will be made available to the Contractor. To comply with Iowa law, this information must be sent via registered mail by the Contractor to the local Fire Department. Contractor's Material Safety Data Sheets (MSDS) must be made available to the Owner upon request.

{ When Department of Residence Project-Leave 9.1 and all subparagraphs, if not delete}

9.1 Department of Residence Project Requirements

9.1.1 Contractor Employee Criminal Background Checks

1. The Contractor shall ensure that no Contractor employee or subcontractor employee is assigned to perform work in Iowa State University (ISU) Department of Residence facilities that have been convicted of or pled guilty (including deferred judgment) to any felony or misdemeanor crime involving violence, theft or sex crimes. If the Contractor believes that timing or circumstances of an employee's conviction or the employee's rehabilitation efforts warrant a waiver of this requirement, Contractor may submit to ISU a written request for such a waiver. ISU shall determine whether to grant such request at its sole discretion.
2. All employees assigned to perform work at an ISU Department of Residence facility under the supervision of the Contractor including employees of the Contractor, subcontractors, sub-subcontractors, etc. shall be subject to a criminal background check. Background checks must comply with the following minimum requirements:
 - a. The criminal background check shall be performed by a law enforcement agency or a person, company, or agency that regularly engages in the practice of research and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties and is accredited by the National Association of Professional Background Screeners (NAPBS).
 - b. The criminal background check shall cover a minimum of seven years prior to the date of the assignment of the employee to an ISU Department of Residence facility.
 - c. The criminal background check must have been conducted prior to the date the Contractor assigns the employee to an ISU Department of Residence facility.

- d. The criminal background checks shall include records for any jurisdiction in which the employee has lived and/or worked during the preceding seven year period.
 - e. The Contractor shall re-screen all employees assigned to perform work at an ISU Department of Residence facility every two years, provided that the term of this Contract is for two years or more or the Contract is renewed such that it is in effect for two years or more.
 - f. The Contractor shall obtain any required consent from the employee and shall comply with the Fair Credit Reporting Act as applicable.
 - g. If the Contractor has or obtains other criminal background information, including police reports and arrest information, which potentially disqualifies an employee otherwise deemed eligible by Contractor to provide services under this contract, Contractor shall promptly notify ISU.
- 9.1.2 The Contractor shall retain written documentation as proof of compliance with these requirements. The Contractor shall certify in writing that all employees assigned to work within an ISU Department of Residence facility have been subjected to a criminal background check prior to commencing any work or activities within an ISU Department of Residence facility. The Owner or its authorized representative shall have the right to audit documentation of the criminal background checks relevant to this Contract. The Contractor shall make such records available, in their original form, for inspection by the Owner or its authorized representative at the Contractor's normal place of business during regular business hours and without prior notice.
- 9.1.3 The Contractor shall maintain a daily log of all employees working on the site and publish the log to the project web site daily.
- 9.1.4 Any suppliers, delivery personnel, service entities, or similar personnel visiting the site to perform short term or incidental work at the direction of the Contractor, any subcontractors who have not been subjected to a criminal background check in accordance with the procedures above, must be escorted at all times by an employee of the Contractor who has been subjected to a criminal background check.
- 9.1.5 Contractor shall develop and submit procedures to comply with these requirements, including the name of the person, company, or agency that will conduct the criminal background checks, within 10 days of the award of the contract. Failure of Contractor to enforce these requirements may be cause for termination of contract.
- 9.1.6 Contractor Employee Identification: Contractor shall provide all employees and subcontractor employees with an identification badge to be worn at all times. The identification badge shall be laminated and must be displayed clearly on the employee at all times. The identification badge will include a photo of the employee, company name and employee's full name. Failure of an employee to properly display the identification badge may be cause for the removal of employee from the work site. Failure of Contractor to enforce this requirement may be cause for termination of the contract.

ARTICLE 10 - FEDERAL REQUIREMENTS

10.1 {SPC11a}Not Used

{SPC11b}The Contractor shall be in compliance with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

{SPC11c}The Contractor shall be in compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

{SPC11d}The Contractor shall be in compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

{SPC11e}The Contractor shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clear Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

{SPC11f}The Contractor shall be in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. Attached is a copy of the current prevailing wage determination issued by the Department of Labor for { County Name i.e. Story }County, Iowa { No. i.e. IA20080047 } dated { mo/day/yr }.

{SPC11g}The Contractor shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (Owner).

{SPC11h}The Contractor shall be in compliance with Debarment and Suspension (Executive Orders 12549 and 12689). No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION