RENOVATION & SYSTEM UPDATES – PHASE 1
PARKVIEW MIDDLE SCHOOL

ANKENY COMMUNITY SCHOOL DISTRICT
ANKENY, IOWA

PROJECT NUMBER: 1023F
DATE: APRIL 2019
PROJECT MANUAL

FOR

RENOVATION & SYSTEM UPGRADES - PHASE 1

PARKVIEW MIDDLE SCHOOL
ANKENY COMMUNITY SCHOOL DISTRICT
ANKENY, IOWA

PROJECT NUMBER: FRK-1023F

DATE: APRIL 2019

BOARD OF EDUCATION
ANKENY COMMUNITY SCHOOL DISTRICT
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ARCHITECT/ENGINEER
frk architects + engineers
2600 Westown Parkway, Suite 340,
West Des Moines, IA 50266-1071
Telephone: 515-223-5100
Fax: 515-223-7226

M/E CONSULTANT
KCL ENGINEERING
281 ½ 5th Street,
West Des Moines, IA 50265
Telephone/Fax: 515-724-7938
I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the state of Iowa.

signature Thomas C. Wollan date

License Number: 5545
My license renewal date is June 30, 2021

Pages or sheets covered by this seal:
- Sections designated as FRK-A in Project Manual Table of Contents.

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

signature Brian R. Bartlett, P.E. date

License Number: 20261
My license renewal date is December 31, 2020

Pages or sheets covered by this seal:
- Sections designated as FRK-S in Project Manual Table of Contents.
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

signature  
Mark T. LaCroix, P.E. 
date

License Number: 17156

My license renewal date is December 31, 2019

Pages or sheets covered by this seal:
- Sheets designated as KCL-M in Project Manual Table of Contents.

(KCL-M)

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

signature  
Neil Smeenk, P.E. 
date

License Number: 17959

My license renewal date is December 31, 2021

Pages or sheets covered by this seal:
- Sheets designated as KCL-E in Project Manual Table of Contents.

(KCL-E)
NOTICE IS HEREBY GIVEN: Sealed bids will be received by the Board of Directors of the Ankeny Community School District at the District Administration Offices, 306 SW School Street, Ankeny, Iowa 50023, until 2:00 PM local Iowa time, according to the designated clock in the District Administration Offices, on May 14, 2019 for the Phase 1 Renovation & System Upgrades at Parkview Middle School located in Ankeny, IA. Bids will be publicly opened and read aloud after 2:00 PM in the District Administration Board Room. All in accordance with the plans and specifications on file at the District Administrative Offices and available after April 16, 2019 as follows:

Project Architect and Engineer:
Frk architects + engineers
2600 Westown PKY, Suite 340
West Des Moines, IA 50266
Phone: 515-223-5100, Fax: 515-223-7226

Project Owner:
Ankeny Community School District, 306 SW School Street, Ankeny, Iowa 50023
Phone: 515/289-3958, Fax: 515/965-4234

The Phase 1 Renovation & System Upgrades at Parkview Middle School project consists of the construction of miscellaneous renovation and finish upgrades to the existing building as well as mechanical and electrical system upgrades and component replacements.

Copies of the Bidding Documents may be obtained from Beeline + Blue, 2507 Ingersoll Avenue, Des Moines, Iowa 50312, 515-244-1611 upon receipt of a refundable deposit, by cash or check in the amount of $100, or receipt of Master Builders Plans Request Card, for one set. Bidding Documents may be examined online at www.beelineandblue.com.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accord with the Instructions to Bidders. The successful Bidder will be required to furnish a Certificate of Insurance and Performance and Labor and Material Payment Bonds both in an amount equal to 100% of the Contract Price and in accordance with other requirements outlined in the Bid Documents.

Minority and Targeted Small Business participation is encouraged. Bidders shall make a good faith documented effort to encourage the participation of Certified Iowa Targeted Small Business in accordance with the Code of Iowa.
By virtue of statutory authority, preference will be given to products and provisions grown and/or produced within the State of Iowa, and preference will be given to Iowa domestic labor as provided in the Code of Iowa.

The Owner reserves the right to reject any or all Bids and to waive informalities or irregularities in the bidding.

Jackie Black
Secretary
Board of Directors
Ankeny Community School District
Ankeny, Iowa

END OF DOCUMENT
Public notice is hereby given that at 5:00 p.m. Central Time on Monday April 15, 2019, in the Board Room of the Ankeny Community School District, 306 SW School Street, Ankeny, Iowa, there will be a public hearing on the proposed plans, specifications, form of contract, and estimated cost of the Parkview Middle School Renovation & Systems Upgrade – Phase 1 Project. Any interested persons may appear and file written or oral comments/objections.

Project documents may be reviewed at Ankeny Community School District Administration Office, 306 SW School Street, Ankeny, IA 50023.

Published by order of the Board of Directors, Ankeny Community School District, Ankeny, Iowa.

By:   Lori Lovstad, Board President

Attest:   Jackie Black, Secretary, Board of Directors
          Ankeny Community School District
          Ankeny, Iowa
DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1. SUMMARY

1.1 SUMMARY

A. Document Includes:
   1. Bid submission.
   2. Intent.
   3. Work identified in contract documents.
   5. Definitions.
   7. Availability of documents.
   8. Examination of documents.
   9. Inquiries and Addenda.
  11. Site examination.
  15. Submission procedure.
  16. Bid ineligibility.
  17. Security deposit.
  19. Bid Form requirements.
  20. Fees for changes in the Work.
  22. Additional Bid information.
  25. Duration of offer.

B. Related Sections:
   1. Document 00 11 13 - Notice to Bidders.
   3. Document 00 41 00 - Bid Forms.
4. Document 00 73 00 - Supplementary Conditions.
   a. Definitions.
   c. Tax exempt procedures.
   d. Contractor’s fees for changes.
   e. Contractor’s liability insurance.
   f. Bond types and values.

1.2 BID SUBMISSION

A. Bids signed and under seal, executed, and dated will be received by the Owner at time, location, and date indicated in Notice to Bidders.

B. Bids submitted after the above time shall be returned to the bidder unopened.

C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.

D. Bidders may withdraw their Bids by written request at any time before bid closing.

1.3 INTENT

A. The intent of this Bid request is to obtain an offer to perform Phase 1 Renovation & System Upgrade Work at Parkview Middle School for a Stipulated Sum contract, in accordance with Contract Documents.

1.4 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

A. Work of this proposed Contract comprises general construction, renovation, and mechanical and electrical Work.

B. Location: Parkview Middle School, 105 NW Pleasant Street, Ankeny, IA 50023.
1.5 CONTRACT TIME

A. Perform the Work within time stated in Document 00 41 00 and Section 01 11 00. The Bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work.

1.6 DEFINITIONS

A. Bid Documents: Contract Documents supplemented with Notice to Bidders, Instructions to Bidders, Bid Form, and Bid securities identified.


C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.

D. Bid Price/Sum: Monetary sum identified by the Bidder in the Bid Form.

1.7 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as Project number FRK/1023F as prepared by the Architect/Engineer and identified in the Project Manual.

1.8 AVAILABILITY OF DOCUMENTS

A. Bidding Documents may be obtained as stated in Notice to Bidders.

B. One set of Bidding Documents can be obtained by Bidders upon receipt of a refundable deposit, by cash or check in the amount identified in the Notice to Bidders.

C. Partial sets of Bidding Documents will not be issued to Bidders.

D. Deposit will be refunded if Bidding Documents are returned complete, undamaged, unmarked and reusable, within 10 days of bid opening. Failure to comply will result in forfeiture of deposit.
E. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.9 EXAMINATION OF DOCUMENTS

A. Bid Documents are on display at the offices of the construction association plan room facilities indicated in Notice to Bidders.

B. Upon receipt of Bidding Documents verify documents are complete. Notify Architect/Engineer if documents be incomplete. If using any of the listed plan rooms or online plan services listed in Notice to Bidders, or any other online plan service, Contractor shall verify they have complete documents based on those posted on official printers website.

C. Immediately notify Architect/Engineer upon finding discrepancies or omissions in Bidding Documents.

1.10 INQUIRIES AND ADDENDA

A. Direct questions in writing to the Architect/Engineer.

B. Verbal answers are not binding on any party.

C. Submit questions not less than 7 days before date set for receipt of Bids. Replies will be made by Addenda.

D. Addenda may be issued during bidding period. Addenda will be sent to known Bidders and construction association plan room facilities. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price/Sum.

1.11 PRODUCT SUBSTITUTIONS

A. Where Bidding Documents stipulate particular Product, substitution requests will be considered by Architect/Engineer up to 10 days before receipt of Bids.

B. With each substitution request, provide sufficient information for Architect/Engineer to determine acceptability of proposed products.
C. When a request to substitute a Product is made, Architect/Engineer may approve the substitution. Approved substitutions will be identified by Addenda.

D. In submission of substitutions to Products specified, Bidders shall include in their Bid, changes required in the Work and changes to Contract Time and Contract Sum/Price to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time or Contract Sum/Price because of changes in Work necessitated by use of substitutions shall not be considered.

1.12 SITE EXAMINATION

A. Examine Project site before submitting a Bid.

B. Contact Owner at the following phone number to arrange a date and time to visit Project site:
   1. Contact: Tim Simpkins.
   2. Telephone: 1-515-289-3958

C. Currently occupied premises at Project site are open for examination by Bidders only during the following hours:
   1. Monday through Friday: 8:00 AM to 4:00 PM.
   2. Weekends: None.

1.13 PREBID CONFERENCE

A. A Prebid Conference is scheduled, as indicated in Notice to Bidders.

B. General contract and major subcontract Bidders are invited to attend.

C. Representatives of the Owner, Architect/Engineer, and Consultants will be in attendance.

D. Information relevant to the Bidding Documents will be issued by Addenda.
1.14  BIDDER QUALIFICATIONS

A. To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, current commitments, and license to perform work in the State of Iowa.

1.15  SUBCONTRACTORS

A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.

B. Refer to AIA Document A201-2007, Article 5 of General Conditions.

1.16  SUBMISSION PROCEDURE

A. Bidders shall be solely responsible for the delivery of Bids in manner and time prescribed.

B. Submit one copy of executed offer on the Bid Form provided, signed and sealed in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside.

C. Double Envelope: Insert closed and sealed Bid Form envelope plus requested security deposit in a large opaque envelope and label this envelope as noted above.

D. Improperly completed information, irregularities in security deposit, shall be cause not to open the Bid Form envelope and declare the Bid invalid or informal.

E. An abstract summary (bid tab) of submitted Bids will be made available to all Bidders following bid opening.

1.17  BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, shall be declared unacceptable at Owner's discretion.
B. Bid Forms and enclosures which are improperly prepared shall be declared unacceptable at Owner's discretion.

C. Failure to provide security deposit, bonds or insurance requirements shall invalidate the Bid at the discretion of the Owner.

1.18 SECURITY DEPOSIT

A. Bids shall be accompanied by a security deposit of a sum no less than 5 percent of Bid Sum/Price. Security deposit shall be one of the following:
   1. AIA Document A310-2010, Bid Bond.
   2. Cashier’s check.
   3. Certified check.
   4. Certified share draft.

B. Endorse Bid Bond in name of the Owner as obligee, signed and sealed by principal (Contractor) and surety authorized to do business in the State of Iowa.

C. Endorse cashier’s check, certified check, or certified share draft in name of the Owner.

D. Security deposit of accepted Bidder will be returned after delivery to the Owner of the required Performance and Payment Bonds by the accepted Bidder.

E. Include the cost of security deposit in the Bid Sum/Price.

F. After a Bid has been accepted, security deposits will be returned to the respective Bidders.

G. If no contract is awarded, security deposits will be returned.

1.19 PERFORMANCE ASSURANCE

A. Accepted Bidder: Provide a Performance and Payment bond as described in Document 00 73 00.

B. Include the cost of performance assurance bonds in the Bid Sum/Price and identify the cost when requested by Owner.
1.20 **BID FORM REQUIREMENTS**

A. Complete requested information in the Bid Form and Appendices.

B. Refer to Document 00 73 00 - Supplementary Conditions for tax exempt procedures.

1.21 **FEES FOR CHANGES IN THE WORK**

A. Include fees for overhead and profit on Bidder’s own Work and Work by Subcontractors, identified in Document 00 73 00 - Supplementary Conditions.

1.22 **BID FORM SIGNATURE**

A. Sign Bid Form, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
   2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
   3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer’s capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/ treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
   4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements for Partnership.

1.23 **TARGETED SMALL BUSINESS**

A. Program Description:
   1. Owner seeks to provide opportunities for Certified Iowa Targeted Small Businesses in the award of all contracts in accordance with State of Iowa requirements.
   2. Certified Iowa Targeted Small Business participation target for Project is ten percent of Bid.

B. Definitions:
1. Certified Iowa Targeted Small Business: Small business, fifty-one percent or more owned, operated, and actively managed by one or more women or minority persons.
2. Certified: Targeted Small Business shall be certified by the Iowa Department of Inspections and Appeals.
3. Small Business: Enterprise which is located in the State of Iowa, operated for profit under a single management, and has an annual gross income of less than three million dollars computed as the average of the three preceding fiscal years.
5. Actively Managed: Exercising the power to make policy decisions affecting the business.
6. Operated: Actively involved in the day-to-day management of the business.

1.24 BID OPENING
A. Bids will be opened publicly immediately after time for receipt of Bids. Bidders may be present.

1.25 DURATION OF OFFER
A. Bids shall remain open to acceptance and shall be irrevocable for a period of 30 days after bid closing date.

1.26 ACCEPTANCE OF OFFER (AWARD)
A. It is the intent of the Owner to award a Contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner’s judgement, is in the Owner’s own best interest.

B. The Owner reserves the right to accept or reject any or all offers.
C. After acceptance by the Owner, the Architect/Engineer on behalf of the Owner, will issue to the accepted Bidder, a written letter of Contract Award.

D. The accepted Bidder shall assist and cooperate with the Owner to prepare the Agreement, and within 7 days following its presentation shall execute Agreement and return it to the Architect/Engineer for delivery to the Owner.

END OF DOCUMENT
## Bidder Status Form

### Part A

**To be completed by all bidders**

Please answer “Yes” or “No” for each of the following:

- **Yes** ☐, **No** ☐: My company is authorized to transact business in Iowa.  
  *(To help you determine if your company is authorized, please review the worksheet on the next page).*

- **Yes** ☐, **No** ☐: My company has an office to transact business in Iowa.

- **Yes** ☐, **No** ☐: My company’s office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

- **Yes** ☐, **No** ☐: My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

- **Yes** ☐, **No** ☐: My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

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

### Part B

**To be completed by resident bidders**

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

<table>
<thead>
<tr>
<th>Dates:</th>
<th>Address:</th>
<th>City, State, Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ / _____ /</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ / _____ /</td>
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<tr>
<td>_____ / _____ /</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*You may attach additional sheet(s) if needed.*

### Part C

**To be completed by non-resident bidders**

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

2. Does your company’s home state or foreign country offer preferences to bidders who are residents?  
   - **Yes** ☐, **No** ☐

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

*You may attach additional sheet(s) if needed.*

### Part D

**To be completed by all bidders**

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

**Firm Name:**

**Signature:**

**Date:**
Worksheet: Authorization to Transact Business

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

☐ Yes ☐ No  My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☐ No  My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☐ No  My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☐ No  My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☐ No  My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☐ No  My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☐ No  My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☐ No  My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☐ No  My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☐ No  My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☐ No  My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.
To: Board of Education  
Ankeny Community School District  
Ankeny, IA

Project: Parkview Middle School  
Renovation & System Upgrades - Phase 1  
Ankeny, IA.

Date: ________________

Submitted by: _______________________________ (Contractor)

______________________________ (Address)

______________________________ (City/State/Zip Code)

______________________________ (Telephone/Fax)

1. OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Architect/Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum/Price of:

______________________________ Dollars ($______________________),  
in lawful money of the United Stated of America.

We have included the required Bid security as required by the Instructions to Bidders.

All applicable Federal, State, and City taxes are included in the Bid Sum, [including Iowa Sales tax] excluding Iowa Sales tax.

Contingency Allowance in amount of $50,000, and further described in Section 01 20 00 - Price and Payment Procedures is included in the Bid Sum.
2. **ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within ten days of receipt of Notice of Award.
- Furnish the required Bonds and Insurance Certificates within ten days of receipt of Notice of Award in the forms described in Bonds and Certificates and Supplementary Conditions.
- Commence the work within ten days of receipt of Notice to Proceed, or if no Notice to Proceed is issued, the date of the Agreement.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds or Insurance Certificates, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instruction to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for any extended period of time.

3. **CONTRACT TIME**

If this Bid is accepted, we will:

- Complete Work on or before the 20th day of August, 2019.
4. **ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum Number ________, Dated __________.

Addendum Number ________, Dated __________.

Addendum Number ________, Dated __________.

Addendum Number ________, Dated __________.

Addendum Number ________, Dated __________.

Addendum Number ________, Dated __________.

5. **APPENDICES**

The following documents are attached to and made a condition of the Bid:

Appendix A - Targeted Small Business.
Appendix B - Bidder Status Form
6. **BID FORM SIGNATURE(S)**

Respectfully submitted this _____ day of _____, 20____.

The Corporate Seal of

______________________________________________________________________________

(Bidder - Print the full name of your firm)

was hereunto affixed in the presence of:

______________________________________________________________________________

(Authorized signing officer Signature) (Title)

(Seal)

______________________________________________________________________________

(Authorized signing officer Signature) (Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**END OF DOCUMENT**
APPENDIX A - TARGETED SMALL BUSINESS

Herewith is the list of Certified Iowa Targeted Small Business' referenced in the bid submitted by:

(Bidder)  

(Owner)  Ankeny Community School District, 
Ankeny, IA

Dated ______, 20____ and which is an integral part of the Bid Form.

The following Targeted Small Business' were contacted, and if bid is accepted by the Owner, will perform or provide the following work described below. Refer to Section 00 21 13 - Instructions to Bidders: Targeted Small Business.

1.  

(Name of Targeted Small Business)

(Address)

(Contact Person)     (Telephone Number)

$  

(Work Description)     (Dollar Amount)

2.  

(Name of Targeted Small Business)

(Address)

(Contact Person)     (Telephone Number)

$  

(Work Description)     (Dollar Amount)
3.
(Name of Targeted Small Business)

(Address)

(Contact Person) (Telephone Number)

(Work Description) (Dollar Amount)

The following Targeted Small Business' were contacted, and declined to participate:

1.
(Name of Targeted Small Business)

(Address)

(Contact Person) (Telephone Number)

(Reason for Declining) (Date Contacted)

2.
(Name of Targeted Small Business)

(Address)

(Contact Person) (Telephone Number)

(Reason for Declining) (Date Contacted)
3.

(Name of Targeted Small Business)

(Address)

(Contact Person)                        (Telephone Number)

(Reason for Declining)                 (Date Contacted)
1. DOCUMENT INCLUDES
   A. Agreement.

2. RELATED DOCUMENTS
   A. Document 00 72 00 - General Conditions.
   B. Document 00 73 00 - Supplementary Conditions.

3. AGREEMENT
   A. AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor where basis of payment is a Stipulated Sum, forms the basis of Contract between the Owner and Contractor.
   B. AIA Document A101-2017 may be examined at the office of the Architect/Engineer during regular business hours.

END OF DOCUMENT
DOCUMENT 00 60 00
PROJECT FORMS

1. DOCUMENT INCLUDES
   A. Performance Bond.
   B. Payment Bond.
   C. Certificates of Insurance.

2. RELATED DOCUMENTS
   A. Document 00 73 00 - Supplementary Conditions.

3. PERFORMANCE BOND
   AIA Document A312-2010, Performance Bond and Payment Bond, forms the
   basis of Performance Bond between the Owner and Contractor.

   AIA Document A312-2010 may be examined at the office of the
   Architect/Engineer during regular business hours.

4. PAYMENT BOND
   AIA Document A312-2010, Performance Bond and Payment Bond, forms the
   basis of Payment Bond between the Owner and Contractor.

   AIA Document A312-2010 may be examined at the office of the
   Architect/Engineer during regular business hours.

3. CERTIFICATES OF INSURANCE
   Refer to Document 00 73 00 for Contractors liability insurance requirements.

END OF DOCUMENT
DOCUMENT 00 72 00

GENERAL CONDITIONS

1. DOCUMENT INCLUDES
   A. General Conditions.

2. RELATED DOCUMENTS
   A. Document 00 52 00 - Agreement Forms.
   B. Document 00 73 00 - Supplementary Conditions.

3. GENERAL CONDITIONS
   A. AIA Document A201-2017, General Conditions of the Contract for Construction, is the General Conditions between the Owner and Contractor.
   B. AIA Document A201-2017 may be examined at the office of the Architect/Engineer during regular business hours.

4. SUPPLEMENTARY CONDITIONS
   A. Refer to Document 00 73 00 for amendments to these General Conditions.

END OF DOCUMENT
A. The Contractor shall purchase and maintain 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, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Contractor shall be written as follows:

1. **Workers’ Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;
   
   a. Iowa Benefits-Statutory

   b. Employers Liability
      - Bodily Injury by Accident $500,000 Each Accident
      - Bodily Injury by Disease $500,000 Each Accident
      - Bodily Injury by Disease $500,000 Each Employee

   The Workers’ Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

   - General Aggregate Limit $2,000,000
   - Products-Completed Operations Aggregate Limit $2,000,000
   - Personal & Advertising Injury Limit $1,000,000
   - Each Occurrence Limit $1,000,000
   - Fire Damage Limit (for any one fire) $100,000
   - Medical Damage Limit (any one person) $5,000

   This insurance must include the following features:
   a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
   b. Personal and Advertising Injury
   c. Operations by independent contractors.
   d. Contractual Liability coverage
   e. Coverage for property damage underground or damage by explosion or collapse (XCU).
Contractor Insurance Requirements

3. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of $1,000,000 per accident. Insurance must include Contractual Liability.

4. **Umbrella/Excess Liability Insurance** combined single limit for bodily injury, property damage and personal injury excess primary liability limits: $1,000,000.

5. **Additional Insured** The Contractor will include the School as additional Insured on all policies except Workers’ Compensation as respects all work performed.

6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.

7. **Government Immunity** The following clauses will be added to all liability coverages:
   a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
   b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

8. **Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The forgoing release and waiver shall apply to damage to contractor’s equipment, tools and other personal property as well as automobiles.
9. **Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an “all-risk” or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The property insurance shall contain sub-limits of $1,000,000 per occurrence for earthquake and $1,000,000 per occurrence for flood. At the option of the school district, the insurance covering the project may be written under a Builder’s Risk policy or covered under the District’s permanent property insurance.
1. SUMMARY

A. Document Includes:
   1. Supplementary Conditions.

B. Related Sections:
   1. Document 00 41 00 - Bid Forms.
   2. Document 00 52 00 - Agreement Forms.
   3. Document 00 72 00 - General Conditions.

2. INTRODUCTION

A. The following supplements modify AIA Document A201-2017, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS
§ 1.1 Basic Definitions

Delete last sentence of Section 1.1.1 and add the following:

The Contract Documents also include the bidding requirements (Notice to Bidders and Instructions to Bidders). Unless specifically enumerated in the Agreement, the Contract Documents do not include sample forms and the Contractor’s Bid Form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

Add Section 1.1.2.1 as follows:

§ 1.1.2.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all of the Contract Documents, the Architect/Engineer shall identify such unsigned Documents. No Contract shall be formed between the parties until all Contract Documents are executed by both parties.
Modify the second sentence in Section 1.1.8 to read as follows:

“The Initial Decision Maker shall not be liable for results of interpretations or decisions rendered in good faith.”

Add Section 1.1.9 to Section 1.1:

§ 1.1.9 Terms
The terms indicated below shall be defined as having the meanings assigned to them as follows:

.1 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

.2 Furnish: To supply and deliver, unload, inspect for damage.

.3 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.

.4 Provide: To furnish and install.

.5 Substitute the word ‘Architect/Engineer’ for ‘Architect’ each time the latter word appears.

§ 1.2 Correlation and Intent of the Contract Documents
Add the following sentence to the end of Section 1.2.1:

‘In the case of an inconsistency between Drawings and Specifications, or within either Document itself, not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect’s interpretation. In any case of discrepancy, the facts are to be brought to the attention of the Architect for a decision or interpretation.’

Add Section 1.2.4 to Section 1.2:

§ 1.2.4 Sections of Division 1 - General Requirements govern the execution of the Work of all sections of the specifications.
§ 1.4 Interpretation
Add Section 1.4.2 to Section 1.4

§ 1.4.2 In the event of conflicts or discrepancies among the Contract Documents not clarified by Addendum, interpretations will be based on the following priorities:
  .1 Modifications to Contract.
  .2 The Agreement.
  .3 The Supplementary Conditions.
  .4 The General Conditions of the Contract for Construction.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
Delete Section 1.5.1 and substitute the following:

§ 1.5.1 Provided all payments have been made that are due to Architect/Engineer in accordance with its agreement with Owner, Design Documents or other Instruments of Service are Owner’s exclusive property. Owner retains all common law, statutory and other reserved rights in the Design Documents or other Instruments of Service, including all copyrights in and to Design Documents and other Instruments of Service. Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim copyright in Design Documents or other Instruments of Service. Submittal or distribution to meet official regulatory requirements, or for other purposes in connection with Project are not to be construed as publication in derogation of Owner’s reserved rights.

§ 1.7 Digital Data Use and Transmission
Delete Section 1.7 text and add Sections 1.7.1 and 1.7.2:

§ 1.7.1 The Architect/Engineer may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

§ 1.7.2 At Contractor’s written request, copies of Architect/Engineer’s CAD files may be provided to Contractor for Contractor’s exclusive use in connection with Project, subject to the following conditions:
  .1 Electronic copies of plan-type Drawings will be made available at cost of $100 for each requested Drawing. Electronic copies will be distributed upon receipt of service fee.
  .2 Contractor making request shall not distribute files to other parties.
.3 Contractor making request shall sign copy of CAD/Electronic File Transfer request form and return to Architect/Engineer prior to receipt of CAD/Electronic files. Architect/Engineer will provide form for Contractor’s signature. Sample copy of form is included in Appendix A.

.4 Electronic copies of Consultant’s plan-type Drawings will be made available at the discretion of each Consultant. Contractor shall be responsible for contacting individual Consultant, and abide by any fee and file transfer form requirements they impose.

ARTICLE 2 OWNER

Delete Section 2.1.2.

§ 2.2 Evidence of the Owner’s Financial Arrangements

Delete entire Section 2.2.

§ 2.3 Information and Services Required of the Owner

Modify Section 2.3.3 to read as follows:

‘If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.’

Add the following at end of Section 2.3.4:

‘The Contractor shall compare information furnished by the Owner (including surveys and soils tests with observable physical conditions) and the Contract Documents, and on the basis of such review, shall report to the Owner and Architect/Engineer any conflicts, errors or omissions. Contractor shall be responsible for any additional costs, delays, and damages resulting from the Contractor’s failure to immediately report any such errors, inconsistencies or omissions it discovers.’

Delete Section 2.3.6 and substitute the following:

§ 2.3.6 The Owner will furnish the Contractor, free of charge, as many copies of Contract Documents as can be allocated for this use from quantities returned by Bidders. Contractor may purchase additional copies at the cost of reproduction, postage, and handling.
Add Section 2.3.7 to Section 2.3:

§ 2.3.7 Unless otherwise specified in the Contract, the Owner will procure and bear costs of structural tests and special inspections as required by the applicable building code.

§ 2.5 Owner’s Right to Carry Out the Work

Delete Section 2.5 text and substitute the following:

‘If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a 7 day period, or such shorter time period as may be reasonable under circumstances, after receipt of written notice from the Owner to the Contractor, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may notify the Surety and request it to assume the obligations of the Contractor within 7 days following receipt by Contractor and Surety of written notice or the Owner may, without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correction of such deficiencies, including reasonable attorney’s fees and compensation for the Architect/Engineer’s additional services incurred as result of such default, neglect or failure. Such action by Owner, and amounts charged to the Contractor are both subject to prior concurrence with Architect/Engineer. If current or future payments thereafter due Contractor are not sufficient to cover such amounts, Contractor, or Surety, shall pay difference to Owner.’

Add Section 2.6 as follows:

§ 2.6 Owner’s Project Representative

§ 2.6.1 A Project Representative will be employed at the site by the Owner. The Project Representative’s duties and responsibilities are as set forth below.

.1 Work with Owner to endeavor to obtain satisfactory performance from Contractor.

.2 Review proposed modifications to the Contract Documents and provide recommendations to the Owner regarding implementation.

.3 Recommend courses of action to the Owner when requirements of Contract are not being fulfilled.

.4 Act as liaison between the Owner, Contractor, Architect/Engineer and other parties as may be required to clarify Contract Document issues and resolve conflicts.

.5 Provide Owner a weekly log summarizing the events which occurred in previous week.
.6 Maintain a complete set of Contract Documents, including proposed and approved modifications to the Project.
.7 Review and maintain a record of the shop drawings after approval by the Architect/Engineer.
.8 Assist Owner in finalizing and closing out the Project once Substantial Completion of the Work is attained.

ARTICLE 3 CONTRACTOR
§ 3.1 General

Add the following at end of Section 3.1.1:

‘Contractor shall at request of Owner prior to execution of Agreement and promptly from time to time as requested by the Owner, thereafter furnish Owner an update and current financial statement and/or Contractor Qualification Statement on AIA Document A305.’

Add Section 3.1.2.1 as follows:

§ 3.1.2.1 The Contractor shall supervise and direct Work in excellent and workmanlike manner, complete the work and everything properly incidental thereto as stated in the Project Manual and Drawings or reasonably implied therefrom and otherwise in accordance with Contract Documents. In no case shall the Contractor proceed with any portion of the Work in any uncertainty.

Add the following at the end of Section 3.1.3:

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. To the extent permitted by law, the Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties or intentional or negligent misconduct by the Architect in the Architect’s administration of the Contract, or representations made by Architect/Engineer in Instruments of Service.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

Add the following at end of Section 3.2.1:

‘The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by Contractor’s own forces, and that they have become thoroughly familiar with all conditions which may pertain to, or affect Work under the Contract.’
Modify Section 3.2.2 to add the words:

'including any ordering of materials' in line 2 after the word ‘Work.”

Delete Sections 3.2.3 and 3.2.4 and substitute the following:

§ 3.2.3 Contractor shall take field measurements and verify Site conditions, and shall carefully compare such field measurements and Site conditions and other information known to Contractor with Contract Documents, before ordering any material or doing any Work at Site.

§ 3.2.4 Contractor shall make frequent inspections during progress of Work to confirm that Work previously performed by Contractor is in compliance with Contract Documents and applicable laws and regulations bearing on performance of Work and Referenced Standards and that portion of Work previously performed by Contractor or by others are in proper condition to receive subsequent Work.

Add Sections 3.2.5 thru 3.2.8 to Section 3.2:

§ 3.2.5 If Contractor believes that any portion of Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or Owner or its designees acting in capacity of building code inspectors or Referenced Standards, Contractor shall promptly notify Owner and Architect/Engineer of non-compliance as provided in Section 3.2.6 and request direction before proceeding with affected Work.

§ 3.2.6 Contractor shall promptly notify Owner and Architect/Engineer in writing of any apparent errors, inconsistencies, omission, ambiguities, construction impracticalities or code violations discovered as result of Contractor's review of Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and shall give Owner and Architect/Engineer timely notice in writing of same and any corrections, clarifications, additional Drawings or Specifications, or other information required to define Work in greater detail or to permit proper progress of Work. Contractor shall provide similar notice with respect to any variance between its review of Site and physical data and Site conditions observed.

§ 3.2.7 If Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in Contract Documents of which Contractor is aware, or which could reasonably have been discovered by review required by Section 3.2, without promptly written notice to Owner and Architect/Engineer and request for correction, clarification or additional information, as appropriate, Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.
§ 3.2.8 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, or other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

Modify Section 3.3.1 to add the word “written” between the words “timely” and “notice” in line 7.

Add Section 3.3.4 as follows:

§ 3.3.4 The Contractor acknowledges that it is Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum.

§ 3.4 Labor and Materials

Add the following at end of Section 3.4.1:

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

Add Sections 3.4.2, 3.4.2.1, 3.4.2.2 and 3.4.2.3 to Section 3.4.2:

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Architect, Owner, and Contractor shall function as a team to evaluate, review and consider substitution of products in place of those specified under the conditions set forth by the Architect.
§ 3.4.2.2 After the Contract has been executed, the Owner and Architect/Engineer may consider requests for the substitution of products in place of those specified. The Owner and Architect/Engineer may, but are not obligated to, consider only those substitution requests that are in full compliance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

1. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
3. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect/Engineer’s redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
4. Agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects. [; and]
5. [represents that the request includes a written representation identifying any potential effect the substitution may have on the Project’s achievement of a Sustainable Measure or the Sustainable Objective.]

§ 3.4.2.3 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for reviewing the Contractor’s proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

Add the following to the end of Section 3.4.3:

Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the site.
Add Section 3.4.3.1 to Section 3.4.3:

§ 3.4.3.1 The Contractor or its Subcontractors ("Company") shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor or their Subcontractors shall not permit an employee who is a registered sex offender convicted of a sex offense against a minor on real property of the schools of the Owner ("District") in accordance with Iowa Code 692A.113. The Contractor and its Subcontractors shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver copies of Appendix C - Acknowledgment and Certification to the District prior to execution of Agreement.

§ 3.5 Warranty

Delete Section 3.5.1 and add Sections 3.5.1 through 3.5.5:

3.5.1 Contractor shall warrant to Owner that materials and equipment furnished under Contract will be of good quality and new unless otherwise required or permitted by Contract Documents, that workmanship will be free from defects not inherent in quality required or permitted, that workmanship will comply with all applicable laws, building codes, rules and regulations, and that workmanship will conform to requirements of Contract Documents.

§ 3.5.2 Contractor's general warranty and any additional or special warranties shall not be limited by Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor shall they be limited by any other remedies provided in Contract Documents. Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of Contractor's general warranty or any additional or special warranties required by Contract Documents.

§ 3.5.3 Contractor shall furnish all special warranties required by Contract Documents to Owner no later than Substantial Completion. Owner may require additional special warranties in connection with approval of 'Or-Equals' or Substitutions, Allowance items, Work that is defective or nonconforming, or acceptance of nonconforming Work pursuant to Article 12.

§ 3.5.4 In case of Work performed by Subcontractors and where warranties are required, secure warranties from said Subcontractors addressed to and in favor of Owner. Deliver copies of same to Architect/Engineer upon completion of Work. Delivery of said warranties shall not relieve Contractor from any obligations assumed under any other provision of Contract.
§ 3.5.5 All material, equipment or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

Delete Section 3.6 text and add Sections 3.6.1 through 3.6.7 to Section 3.6:

§ 3.6.1 Iowa Use Taxes shall be paid on all supplies and materials used in, and made component parts of, the Project.

§ 3.6.2 Iowa Sales Taxes shall not be paid on qualified building materials purchased, or withdrawn from inventory, which will be incorporated into real property for Project.

§ 3.6.3 The Owner is a designated exempt entity and will complete an online application to register this Contract with the Iowa Department of Revenue and Finance. The Owner will distribute Tax Exemption Certificates and Authorization Letters to the Contractor and all Subcontractors who have been identified at, or before filing of the Performance Bond. Refer to Iowa Department of Revenue and Finance publications available at http://www.state.ia.us/tax/business/Contr-ExEnt-Index.html.

§ 3.6.4 At or before the time the Performance Bond is filed, Contractor shall provide a listing to the Owner identifying all Subcontractors. Listing shall indicate company name, address, telephone number, fax number, contact name, and Employer ID # for Contractor and each Subcontractor. Contractor and Subcontractors shall make copies of the Tax Exemption Certificate and provide to each supplier providing construction material, a copy of the Tax Exemption Certificate. This Certificate will allow the Contractor and Subcontractors to purchase qualified building materials free from sales tax for the Project. The Tax Exemption Certificate and Authorization Letter have been developed exclusively for this purpose and are applicable only for the specific Project under this Contract.

§ 3.6.5 Payment will be made in accordance with the payment provisions set out in these specifications and in the Notice to Bidders and Notice of Public Hearing. Notwithstanding anything in these specifications and the Notice to Bidders and Notice of Public Hearing to the contrary, no Final Payment shall be released until Form 35-002 has been filed with the Owner, where applicable, and all lien waivers and 573 claims releases are on file.

§ 3.6.6 Contractor shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.
§ 3.6.7 Contractor shall maintain all records, invoices, receipts, or other accounting data regarding material purchases and shall allow, upon written request of Owner, and within reasonable time frame after receipt of such request, Owner to audit such records to verify tax savings. If audit reveals taxes paid or savings not transferred to Owner, Contractor shall be liable to Owner for those amounts and Owner may back charge Contractor for those amounts if balance of funds due and payable remains at time of such discovery.

.1 Contractor shall require all Subcontractors of any tier to maintain all records, invoices, receipts, or other account data regarding material purchases. Contractor shall collect such records with each application for payment if receives from its Subcontractors and shall maintain such records in same manner and location as Contractor's records.

.2 Contractor shall ensure its Subcontractors and any lower-tier Subcontractors including these obligations in their contracts and bind themselves in same manner as Contractor is bound to Owner.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

Delete Section 3.7.1 and substitute the following:

§ 3.7.1 Unless otherwise specified in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are legally required when bids are received or negotiations concluded.

Delete Section 3.7.3 and substitute the following:

§ 3.7.3 If the Contractor, or any of its Subcontractors performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

Add Sections 3.7.6 through 3.7.8 to Section 3.7:

§ 3.7.6 The Contractor shall be responsible for scheduling inspections related to performance of their Work, and shall ensure Work is complete and ready for inspections. Any costs associated with reinspection caused by irregularities, deficiencies or non-conforming Work will be borne by Contractor, including all architectural and engineering services related to evaluation of problems and development of any acceptable solutions.
§ 3.7.7 The Contractor shall take note and comply with all governing laws, rules, and regulations affecting the Work. This may include, but is not limited to, such laws, rules, and regulations as:
1. Licensing of Contractors for special requirements, eg hazardous waste removal.
2. Requirements for special construction permits.
3. Exemption from sales tax, if applicable.
4. Wage rates and employment requirements when required by law or by Owner.
5. Local labor requirements.

§ 3.7.8 State of Iowa, its agencies, and its political subdivisions, including cities, school districts and public utilities are required by Iowa Code 73A.21 to require reciprocal resident bidder and resident labor force preference.

§ 3.7.8.1 ‘Resident Bidder’ means person or entity authorized to transact business in State of Iowa and having place of business for transacting business with state at which it is conducting and has conducted business for at least 3 years prior to date of first advertisement for public improvement. If another state or foreign country has more stringent definition of Resident Bidder, more stringent definition shall be applicable as to bidders from that state or foreign country.

§ 3.7.8.2 Resident Bidder shall be allowed preference against nonresident bidder from state or foreign country other than Iowa 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 force preference, or any other form of preferential treatment to bidders or laborers from state or foreign country. Preference allowed shall be equal to preference given or required by state of foreign country in which nonresident bidder is resident.

§ 3.7.8.3 If Contractor is nonresident bidder Contractor is required to specify in Agreement between Owner and Contractor, whether any preference is in effect in nonresident bidder’s state or country at time of this bid and identify source of regulations.

§ 3.9 Superintendent

Add the following to the end of the first sentence of Section 3.9.1:

‘, including Work of the Contractor’s subcontractors. Any change in superintendent personnel must be approved by the Owner.’
Delete Subparagraph 3.9.2 and substitute the following:

§ 3.9.2 The Contractor shall, within 2 days of the Owner’s notification of an intent to award the Contract, submit to the Owner, through the Architect/Engineer, the name and qualifications of the proposed superintendents for review and approval. When the superintendents are approved, they shall not be removed without the Owner’s written approval which will not be unreasonable withheld. The responsibility of the superintendent is to supervise, schedule, coordinate, and manage field operations.

§ 3.10 Contractor’s Construction and Submittal Schedules

Delete Sections 3.10.1 and 3.10.2 and substitute the following:

§ 3.10.1 The Contractor, within ten days of award of Contract, shall prepare and submit in its native electronic and graphic format, Owner’s and Architect/Engineer’s approval Contractor’s baseline construction schedule for Work. Schedule shall not exceed time limits current under Contract Documents, shall be revised at appropriate intervals as required by conditions of Work and Project, shall be related to entire Project to extent required by Contract Documents, or as requested by Owner or Architect/Engineer, and shall provide for expeditious and practicable execution of Work.

Schedule at minimum shall demonstrate rate of work (ROW), availability dates, permits, submittals, working drawings, procurement, fabrication, delivery of materials, construction, and other activities necessary to complete Work.

Thereafter, Contractor shall prepared and update construction schedule on at least a monthly basis (“Current Construction Schedule”), if not more frequently at Owner’s or Architect’s request, to be submitted to Owner in graphic and native electronic format with each Application for Payment. Each update shall include narrative including:

.1 Description of status of schedule.
.2 Discussion of current and anticipated delays.
.3 Discussion of progress of critical path activities.
.4 Discussion of critical path for remainder of project.
.5 Listing and discussion of logic changes and duration changes.

§ 3.10.2 Contractor shall prepare submittal schedule within fourteen days after being awarded Contract and thereafter as necessary to maintain current submittal schedule, and shall submit schedule(s) for Architect/Engineer’s approval. Architect/Engineer’s approval shall not unreasonably be delayed or withheld. Submittal schedule shall:

.1 be coordinated with Contractor’s construction schedule, and;
.2 allow Architect/Engineer reasonable time to review submittals.
If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

Add Section 3.10.4 as follows:

§ 3.10.4 The Contractor shall furnish information concerning the Work. This information will include, but not be limited to the following:
  Daily: Manpower by craft.
  Weekly: Two week look ahead schedule update. Delivery requirements and status of materials.
  Monthly: Written report including schedule update as outlined above and cost information.

§ 3.11 Documents and Samples of Site

Delete Section 3.11 text and substitute the following:

Contractor shall maintain at site for Owner one copy of Drawings, Specifications, Addenda, Current Construction Schedule, Change Orders and other Modifications, in good order and marked currently to indicate field and similar required submittals. Contractor shall display current Construction Schedule at site for reference and reliance by Owner and Architect/Engineer. These shall be available to Architect/Engineer and shall be delivered to Architect/Engineer for submittal to Owner upon completion of Work as record of Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

Add the following at end of Section 3.12.5:

‘Contractor shall provide Owner and Architect/Engineer with copies of all submittals made to regulatory agencies.’

Add the following at end of Section 3.12.7:

‘Contractor shall correct at their cost, and without any adjustment in Contract time, any Work the correction of which is required due to Contractor’s failure to obtain approval of submittal required to have been obtained prior to proceeding with Work, including, but not limited to, correction of any conflicts in Work resulting from such failure.’

Modify Section 3.12.10.1 by adding the word “reasonably” before the word “rely” in line 4.
Add Section 3.12.11 to Section 3.12:

§ 3.12.11 The Architect/Engineer’s and Consultant’s review of Contractor’s submittals will be limited to examination of an initial submittal and 1 resubmittal. Architect will notify the Contractor before beginning a further review that such review will result in additional cost to the Owner which can be charged back to Contractor. The Contractor shall reimburse the Owner for amounts paid to the Architect/Engineer for evaluation of additional resubmittals.

§ 3.13 Use of Site

Add Sections 3.13.1, 3.13.2, and 3.13.3 to Section 3.13:

§ 3.13.1 Except as may be specifically provided in Contract Documents, Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor’s use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor’s use of such facilities.

§ 3.13.2 Contractor shall perform Work so as to cause minimum of inconvenience to and interruption of Owner’s operations Any and all interruptions of operations of Owner necessary for performance of Work shall be noted in progress schedule and Contractor shall additionally give Owner sufficient advance notice of such interruption as to allow Owner to adjust operations accordingly. Contractor’s failure to give Owner timely notice of such intentions shall place responsibility of any resulting delays or additional costs solely on Contractor.

§ 3.13.3 Contractor shall not bring or permit any subcontractor, supplier or anyone else for whom Contractor is responsible, to bring on site any asbestos, PCB's, petroleum, hazardous waste, or radioactive materials (except for proper use in performing Work).

§ 3.15 Cleaning Up

Delete Section 3.15 title above and substitute the following:
§ 3.15 Cleaning Up, Working Hours, and Noise Ordinance

Delete Sections 3.15.1 and 3.15.2 and substitute the following

§ 3.15.1 Work shall be performed in accordance with Contract Documents, Applicable Building Codes, and other applicable law governing Contractor's performance of Work. No delays resulting from compliance with applicable laws or regulations may form basis for any claim by Contractor for delay damages or additional compensation or for any extensions of Contract Time. Contractor shall not permit work outside of hours established in Contract Documents on Saturday, Sunday or State or federal holiday without written consent of Owner, given after prior written notice to Architect/Engineer and any other applicable consultants; such consent, if given, may be conditioned upon payment by Contractor of Owner's, Architect/Engineer's and any other applicable consultants' additional costs and fees, testing or regulatory agency costs incurred in monitoring such off-hours Work. Contractor shall notify Owner as soon as possible if Work must be performed outside of such times in interest of safety and protection of persons or property at Site or adjacent thereto, or in event of emergency. In no event shall Contractor permit Work to be performed at Site without presence of Contractor's superintendent and person responsible for protection of persons and property at Site and compliance with all applicable laws and regulations, if different from superintendent.

§ 3.15.2 Contractor shall comply with any applicable Noise Ordinances and any successor or substitute provisions covering regulation of noise levels. It shall be the duty of Contractor to familiarize themselves with those provisions and perform Work in compliance with those provisions.

Add Section 3.15.3 to Section 3.15:

§ 3.15.3 Contractor shall keep Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under Contract, and shall keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If Contractor fails to do so in manner reasonably satisfactory to Owner or Architect/Engineer within 48 hours after notice or as otherwise required by Contract Documents, Owner may clean Site and back charge Contractor for all costs associated with cleaning. Contractor shall keep premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under Contract. At completion of Work, Contractor shall remove waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials from and about Project.
§ 3.18 Indemnification

Delete Section 3.18.1 and substitute the following:

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Owner, its agents, representatives, and employees (“Indemnitees”) from and against all claims, damages, losses and expenses, including, but not limited to, attorney’s fees, arising out of or resulting from or in connection with performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

Add Section 3.18.3 to Section 3.18:

§ 3.18.3 If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and expenses incurred by the Owner during pre-suit collection attempts, suit and post judgment or settlement collection, including those incurred on appeal.

ARTICLE 4 ARCHITECT

§ 4.2 Administration of the Contract

Delete Section 4.2.2 and substitute the following:

§ 4.2.2 The Architect, as a representative of the Owner, shall attend all construction meetings and visit the site while Work is in progress not less than monthly, or as otherwise mutually agreed to by the parties, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the Work; and to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed.

Add Section 4.2.2.1 to Section 4.2.1:

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for site visits made necessary by the fault of the Contractor or by defects and deficiencies of the Work.
Delete Section 4.2.3 and substitute the following:

§ 4.2.3 On the basis of on-site observations and evaluations, the Architect shall keep the Owner reasonably informed of the progress and quality of the Work and its conformance with the Contract Documents and the construction schedule. The Architect will provide the Owner with a monthly observation report and construction update minutes as the Project progresses. The Architect shall report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor and (2) defects and deficiencies observed in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

Delete Section 4.2.4 and substitute the following:

§ 4.2.4 Communications
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall include the Architect in communications that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any relevant direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

Add Section 4.2.7.1 to Section 4.2.7:

§ 4.2.7.1 In no case will the Architect/Engineer’s review period on any submittal be less than fifteen days after receipt of the submittal from the Contractor.

Add Section 4.2.14.1 to Section 4.2.14:

§ 4.2.14.1 Contractor’s requests for information shall be prepared and submitted in accordance with Division 1 “General Requirements” sections on form acceptable to Architect/Engineer. The Architect/Engineer will return without action requests for information that does not conform to requirements of the Contract Documents.
ARTICLE 5 SUBCONTRACTORS

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

In the 2nd line of Section 5.2.1, after the word ‘Contractor’, delete the phrase ‘as soon as practicable after award of the Contract’, and insert the phrase ‘within ten days after the date of the notice of award of the Contract’.

Add the following to the end of Section 5.2.1:

‘A list of Subcontractors shall be submitted in duplicate on AIA Document G805, 2001 Edition. Contractor shall update this list throughout Project and keep Owner and Architect/Engineer advised of any new subcontractors employed.’

Add Section 5.2.5 to Section 5.2:

§ 5.2.5 Manufacturers and Fabricators

§ 5.2.5.1 Not later than 30 days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect/Engineer the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable the name of the installing Subcontractor. The Architect/Engineer may reply within 14 days to the Contractor in writing stating:

.1 whether the Owner or the Architect/Engineer has reasonable objection to any such proposed person or entity, or
.2 that the Architect/Engineer requires additional time to review.

Failure of the Owner or Architect/Engineer to reply within the fourteen-day period shall constitute notice of no reasonable objection.

§ 5.2.5.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.5.3 If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected manufacturer or fabricator was reasonable capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute manufacturer’s or fabricator’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
§ 5.2.5.4 The Contractor shall not substitute a person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitution.

§ 5.4 Contingent Assignment of Subcontracts

Delete Section 5.4.2 in its entirety.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner’s Right to Perform Construction and to Award Separate Contractors

Add the following to the end of Section 6.1.1

The Contractor shall give notification of the potential of a claim in writing to the Owner and/or Separate Contractor within forty-eight (48) hours of the occurrence or discovery of the potential of an occurrence of the delay or action that will result in making a claim.

§ 6.2.2 Delete the last sentence of Section 6.2.2 and insert the following to the end of section:

', except as to defects not then reasonably discoverable.'

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

Add the following at end of Section 7.1.1:

‘No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Section. Verbal authorization for changes must be supported by written approval before being considered valid.’

Add Section 7.1.4 to Section 7.1:

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work, whether by Change Order or Construction Change Directive shall be based on the following schedule:

.1 10% if Work is performed by the Contractor, 5% if Work is performed by Subcontractor or Sub-subcontractor.

.2 5% if Work is performed by Subcontractor or Sub-subcontractor. Subcontractor and Sub-subcontractor’s total aggregate shall not exceed 10% percent.

.3 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
.4 On Work deleted from the Contract, credit to the Owner shall be the Architect/Engineer approved net cost plus 1/2 of the overhead and profit percentage noted above.

.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner described above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $500.00 be approved without such itemization.

§ 7.2 Change Orders

Add Section 7.2.2 to Section 7.2:

§ 7.2.2 Contractor shall submit change proposals covering contemplated Change Order within 10 days after request of Owner, or Architect/Engineer or within 10 days after event giving rise to Contractor's claim for change in Contract Sum or Contract Time. No increase in Contract Sum or extension of Contract Time will be allowed Contractor for cost or time involved in making change proposals. Change proposals shall define or confirm in detail Work which is proposed to be added, deleted, or changes and shall include any adjustment which Contractor believes to be necessary in (i) Contract Sum, (ii) Contract time. Any proposed adjustment shall include detailed documentation including, but not limited to; cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of 10% if Work is performed by Contractor, or 5% if Work is performed by Subcontractor or Sub-subcontractor. Subcontractors and Sub-subcontractors overhead and profit in turn shall not exceed total aggregate of 10%.

Change proposals shall be binding upon Contractor and may be accepted or rejected by Owner at their discretion. Owner may, at their option, instruct Contractor to proceed with Work involved in change proposal in accordance with this section without accepting change proposal in its entirety.

Add Sections 7.2.3 and 7.2.4 to Section 7.2 as follows:

§ 7.2.3 If the Owner determines that a change proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.
§ 7.2.4 The forms used to process a Change Order will include AIA Document, G701 Change Order.

§ 7.3 Construction Change Directives

Add the following at end of Section 7.3.2:

‘; upon prior written approval from Owner’.

ARTICLE 8 TIME
§ 8.1 Definitions

Add the following at end of Section 8.1.2:

‘or the date of the Notice to Proceed, whichever occurs later’.

§ 8.2 Progress and Completion

Capitalize the word Site in the 2nd line of Section 8.2.2.

Add the following at end of 1st sentence of Section 8.2.2:

‘, or prior to approval of Certificates of Insurance, and Additional Insured Endorsement and Notice of Cancellation Endorsement required to be submitted to Owner under Contract’.

Add the following at end of Section 8.2.3:

‘If Contractor’s Work shall fall behind schedule for reasons that are not excused under terms of Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain Construction Schedule’.

Add Section 8.2.4 through 8.2.8 to Section 8.2’.

§ 8.2.4 Contractor shall conform to most recent approved Construction Schedule. Contractor shall complete indicated Work or achieve required percentage of completion, as applicable, within any interim completion dates established in most recently approved Construction Schedule.

§ 8.2.5 Contractor shall maintain at Site, available to Owner and Architect/Engineer for their reference during progress of Work, a copy of approved Construction Schedule and any approved revisions thereto. Contractor shall keep current records of, and mark on copy of approved Construction Schedule actual commence date, progress, and completion date of each scheduled activity, indicated on Construction Schedule.
§ 8.2.6 Contractor represents that their Bid includes all costs, overhead and profit which may be incurred throughout Contract Time and period between Substantial and Final Completion. Accordingly, Contractor shall not make any claim for delay damages based in whole or in part on premise that Contractor would have completed Work prior to expiration of Contract time but for any claimed delay.

§ 8.2.7 If Contractor's progress is not maintained in accordance with approved Construction Schedule, or the Owner determines that Contractor is not diligently proceeding with Work or has evidence reasonably indicating that Contractor will not be able to conform to most recently approved Construction Schedule, Contractor shall, promptly and at no additional cost to Owner, take all measures necessary to accelerate its progress to overcome delay and ensure that there will be no further delay in progress of Work and notify Owner.

§ 8.2.8 Owner reserves right to issue written directive to accelerate Work that may be subject to an appropriate adjustment, if any, in Contract Sum. If Owner requires an acceleration of Construction Schedule and no adjustments are made in Contract Sum, or if Contractor disagrees with any adjustment made, Contractor shall file claim a provided in Article 15 or same will be deemed to be conclusively waived.

§ 8.3 Delays and Extensions of Tim

Delete the words “labor dispute” and add the words ‘excusable weather delays as defined in Section 15.1.5.2,’ between the words ‘fire’ and ‘unusual’ in 3rd line of section 8.3.1.

Add the following at end of Section 8.3.1:

‘A time extension shall be Contractor’s only remedy and compensation for all such delays other than those resulting from the acts of negligence of the Owner, the Architect/Engineer, or the Owner’s separate contractors (collectively “Owner Caused Delays”). For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee.’

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.2 Schedule of Values

In the 1st sentence, add the words ‘thirty (30) days’ between the words ‘Architect,’ and ‘before’.
§ 9.3 Applications for Payment

Delete Section 9.3.1 and substitute the following:

§ 9.3.1 At least 30 days before the date established for each progress payment, Contractor shall submit to Architect/Engineer an itemized Application for Payment for operations completed in accordance with Schedule of Values. Such application shall be notarized, supported by such data substantiating Contractor’s right to payment as Owner or Architect/Engineer may require, such as copies of requisitions and release of claims from Subcontractors and suppliers. If the Contract Documents require Owner to retain a portion of payments until some future time, Applications for Payment shall clearly state percentage and amount to be retained.

Once Application is approved by Architect/Engineer, Application for Payment will be submitted to Owner for its approval at its next regularly scheduled meeting. The Application must be received at the Owner’s office in accordance with Owner’s outlined procedures as applicable. Unless notified otherwise, the Application shall be received by Owner at least one week prior to scheduled meeting for it to be included in that meetings scheduled business.


Modify Section 9.3.1.2 by inserting the following the word “Payments” in line 1: ‘must be consistent with the approved Schedule of Values and’

Add Sections 9.3.1.3 through 9.3.1.5 to Section 9.3.1:

§ 9.3.1.3 Until Substantial Completion the Owner shall pay 95% of the amount due the Contractor on account of progress payments.

§ 9.3.1.4 The Owner’s release of retained funds and final payment to the Contractor shall be made in accordance with Iowa Code Chapters 26 and 573 provisions.
§ 9.3.1.5 Progress Payments shall be made monthly upon application. Monthly estimates will be paid to the Contractor as the Work progresses in amounts equal to ninety-five percent (95%) of the Contract value of the Work completed during preceding calendar month, including actual cost of materials and equipment of permanent nature to be incorporated in the Work, and delivered to and stored at the job site. Such monthly payments shall in no way be construed as an act of acceptance for any part of the Work, partially or totally completed. The Contractor shall submit a final application for payment of retainage at conclusion of Project. Final payment of five percent (5%) due the Contractor will be paid not earlier than thirty-one (31) days from date of final acceptance of Work by Owner, and after receipt of satisfactory evidence that all claims pertaining to such Contract have been paid in full as approved in Contract Documents for said Work.

§ 9.5 Decisions to Withhold Certification

Add following at end of Section 9.5.1:

.8 Service work not attended to;
.9 Evidence of lack of careful workmanship;
.10 Unworkmanlike or over expeditious construction;
.11 Lack of attention to special field duties specified.

Delete Section 9.5.4 in its entirety.

§ 9.6 Progress Payment

Add the words ‘following Board approval’ between the words ‘payment’ and ‘in’ in 1st line of Section 9.6.1.

Add Section 9.6.1.1 to 9.6.1 as follows:

§ 9.6.1.1 Owner will, within 30 days of presentation to them of Notarized Certificate for Payment, pay Contractor progress payment on basis of approved Application for Payment. Laws of State of Iowa shall be followed regarding Contractor Payment. Final payment shall be made no sooner than 31 days following final approval and acceptance of completed Project.
Delete Paragraph 9.6.4 and substitute the following:

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Regardless of any requests made pursuant to this section, neither the Owner nor Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

Modify Section 9.6.8 by deleting the word 'lien' throughout and replacing it with the words 'Iowa Code Chapter 573.'

Add Section 9.6.8.1 to Section 9.6 as follows:

§ 9.6.8.1 Payment to Contractor will be made by Owner from cash on hand from such sources as may be legally available.

§ 9.7 Failure of Payment

Delete Section 9.7 and substitute the following:

If Owner does not pay the Contractor within sixty (60) days after the Contractor submits an Application for Payment to the Architect, the Contractor may file a claim in accordance with Article 15 of this Contract.

§ 9.8 Substantial Completion

Add the following at end of Section 9.8.1:

', subject only to completion of minor punch list items, the absence of completion of which does not interfere with Owner’s intended use of Project. The Contractor assumes the responsibility for notifying the Architect in writing when the Project is complete and ready for inspection and review by Architect. This letter to the Architect shall include the date after which the Contractor will be ready for final review and inspection. Designated portions of the Work will be reviewed separately.'

Add Section 9.8.3.1 to Section 9.8.3:

9.8.3.1 The Architect/Engineer will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for any additional inspections.
Add Sections 9.8.6 through 9.8.9 to Section 9.8:

§ 9.8.6 Contractor must make all corrections on the punch list prior to notifying Architect of its completion as outlined in Section 9.10. The Contractor shall reimburse Owner for any Architect/Engineer’s Additional Services and/or attorney’s fees incurred as result of Contractor’s failure to finally complete Work within 60 days after date specified in Contract Documents for Project Substantial Completion, or subsequently modified by Change Order or dates established in the Certificate of Substantial Completion. Reimbursement for these additional services will be deducted by the Owner from the amounts due the Contractor and paid directly to the Architect/Engineer. For purposes of this Paragraph ‘incurred as result of’ includes any Architectural fees charged to Owner as Additional Fees under contract due to fact that services were performed 60 days (or some other amount of time specified in Architect/Engineer Agreement) after Substantial Completion. Nature of services performed (and whether they would have otherwise been performed as normal closeout services at some point under Basic Services) is not relevant to Contractor’s obligations for reimbursement under this section if contract between Owner and Architect/Engineer states that any services and related fees are defined as Additional Services solely because they were performed more than 60 days (or some other amount of time specified in Owner/Architect/Engineer Agreement) after Substantial Completion.

§ 9.8.7 Upon achieving Substantial Completion, as defined by Iowa Code Chapter 26, the Contractor may request release of all or part of retained funds due in accordance with Iowa Code Chapter 26 provisions. Remaining retained funds shall not become due until the Contractor submits to the Architect/Engineer:

.1 Sworn statement that 10 calendar days prior to filing request for release of retained funds, a notice was given to all known subcontractors, sub-subcontractors, and suppliers that Contractor was requesting release of retained funds. The notice shall be substantially similar to the following:

‘Notice of Contractor’s Request for Early Release of Retained Funds’

‘You are hereby notified that [name of contractor] will be requesting an early release of funds on a public improvement Project designated as Parkview Middle School Renovation & System Upgrades – Phase 1 for which you have or may have provided labor or materials. The request will be made pursuant to Iowa Code section 26.13. The request may be filed with the Ankeny Community School District after ten calendar days from the date of this notice. The purpose of the request is to have Ankeny Community School District release and pay funds for all work that has been performed and charged to [name of public entity] as of the date of this notice. This notice is provided in accordance with Iowa Code section 26.13.’
.2 Itemized list of Work left to complete, including estimated value of labor and materials.
.3 Itemized list of Iowa Code Chapter 573 claims currently on file at time request for release of retained funds is received.
.4 Written confirmations from governmental agencies that all permit and inspection fees have been paid by Contractor.
.5 Operation, Maintenance, and Warranty Manuals and Record Drawings and Specifications.

§ 9.8.8 If proper documentation requested in Subparagraph 9.8.7 is received from Contractor, Owner shall make payment due Contractor at Owner's next monthly board meeting or within 30 days, whichever is less, except the Owner may retain the following to the extent authorized by law:

.1 An amount equal to 200% of the value of labor and materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of this Section, "authorized contract representative" means the Architect. Final values to be withheld shall be determined by the Architect/Engineer based on initial estimates provided by Contractor and Architect/Engineer's on-site visits and observations.
.2 Double the amount of any Iowa Code Chapter 573 claims currently on file.
.3 An amount equal to 1/2% of the total value of the Project for Operation, Maintenance, and Warranty Manuals and Record Drawings and Specifications not submitted 10 days prior to Substantial Completion inspection.

§ 9.8.9 If the Owner withholds any amounts of retained funds, the Architect/Engineer, on behalf of the Owner, shall provide an itemization and list of reasons why amounts are being withheld within 30 calendar days of receipt of request.

Add the Sections 9.8.10 through 9.8.13 as follows:

§ 9.8.10 Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

§ 9.8.11 Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

§ 9.8.12 Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within sixty (60) days, subject to the availability of special order parts and materials, after the Date of Substantial Completion.
§ 9.8.13 At the time of Substantial Completion, in addition to removing rubbish and leaving the building “broom clean,” the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

§ 9.10 Final Completion and Final Payment

Delete Sections 9.10.1 through 9.10.5.

Add Sections 9.10.1 and 9.10.1.1 as follows:

§ 9.10.1 When Contractor has completed or corrected all items on final Punch List and considers that Work is complete and ready for final acceptance, Contractor shall give written notice to Owner and Architect/Engineer and request final inspection of Work as provided in Section 9.10.2. Contractor’s notice and request for final inspection shall be accompanied by final Application for Payment and Submittals required by Section 9.10.3.

§ 9.10.1.1 The Architect/Engineer will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for any additional inspections. Add Sections 9.10.2 as follows:

§ 9.10.2 Upon receipt of Contractor’s notice and request for final inspection, Owner and Architect/Engineer shall promptly make such inspection and, when Owner and Architect/Engineer concur that Work has been fully completed and is acceptable under Contract Documents, Architect/Engineer will issue Certificate of Final Completion to Owner. Contractor’s notice and request for final inspection constitutes representation by Contractor to Owner and Architect/Engineer that the Work has been completed in full and strict accordance with terms and conditions of Contract Documents. Architect/Engineer will promptly notify Contractor if Owner and Architect/Engineer do not concur that Work is finally complete. In such case, Contractor shall bear cost of any additional services or inspection of Owner or Architect/Engineer until Work is determined to be finally complete.

Add Section 9.10.2.1 to Section 9.10.2:

§ 9.10.2.1 The Contractor shall provide Project Record Documents, Operation and Maintenance Manuals, Instruction to Owner’s personnel, Final Cleaning and other closeout procedures specified elsewhere.
Add Section 9.10.3 as follows:

§ 9.10.3 Final Payment will be made no earlier than 31 days following approval of Board at regularly scheduled meeting, receipt of all Lien Waiver(s) and/or Chapter 573 Claim Releases, Sales Tax Information, and all other required closeout documents, and are subject to conditions of and in accordance with provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse Owner for all costs, fees (including reasonable attorney’s fees) incurred as result of any Chapter 573 Claims filed on Project. Neither final payment nor any remaining retained percentage will become due until Contractor submits following documents to Architect/Engineer.

.1 Affidavit that payrolls, bills for materials and equipment, and other indebtedness with Work for which Owner or Owner’s property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by Owner;

.2 Release or waiver of liens on behalf of Contractor and similar release or waiver on behalf of each Subcontractor and supplier, accompanied by AIA Document G706A, Affidavit of Release of Liens (latest edition) or such other form as may be prescribed by Owner;

.3 Certificate evidencing that Contractor’s liability insurance and Performance Bond remain in effect during one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;

.4 Written statement that Contractor knows of no substantial reason that insurance will not be renewable to cover period required by Contract Documents;

.5 Consent of surety to final payment submitted on AIA Document G707 (latest edition) or other form prescribed by Owner;

.6 Other data required by Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of Contract, to extend and in such forms as may be prescribed by Owner;

.7 Certified building location survey and as-built site plan in form and number required by Contract Documents

.8 All warranties and bonds required by Contract Documents; and

.9 Record Documents and return of Contract Documents as provided therein.
Add Section 9.11 to Article 9:

§ 9.11 ASSIGNMENT

§ 9.11.1 No assignment by the Contractor of any principal contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in the Assignment Contract, the following language must be set forth:

“It is agreed that the funds to be paid to the Assignee under this Assignment are subject to prior lien/Iowa Code Chapter 573 claims for services rendered on materials supplied for the performance of all work called for in said Contract, in favor of all persons, firms or corporations rendering such services supplying such materials.”

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.2 Safety of Persons and Property

Add Section 10.2.4.1 to Section 10.2.4:

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

Add Section 10.2.5.1 to Section 10.2.5:

§ 10.2.5.1 Contractors required remedial action for damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 shall repair the damaged materials and surfaces to their original condition, or better, to the satisfaction of the Owner. All such repairs are the responsibility of the Contractor and shall be accomplished at no additional cost to the Owner.

Add Section 10.2.9 to Section 10.2:

§ 10.2.9 Contractor shall at all times, protect the excavation, trenches and/or the buildings from damage or rain water, spring water, ground water, backing up of drains, or sewers, etc. Provide all pumps, equipment, and enclosures to give this protection.

Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations free of water.

Contractor shall provide all shoring, bracing, and sheeting as required for safety and for the proper execution of the Work. Remove when work is completed.
At end of day's work, all new work likely to be damaged shall be covered. During cold weather protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, work shall cease after notifying Architect/Engineer. All other protective measures not mentioned above which may be required shall be furnished by the particular Contractor responsible for such protection.

§ 10.4 Emergencies

Delete Section 10.4 and substitute the following:

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events with twenty-four (24) hours of the emergency, report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor’s Liability Insurance

Add Sections 11.1.2.1 through 11.1.2.5 to Section 11.1.2:

§ 11.1.2.1 The limits for Worker’s Compensation and Employer’s Liability insurance shall meet statutory limits mandated by State and Federal Laws.

Contractor shall endorse their Worker’s Compensation policy to contain waiver of subrogation in favor of Owner.

§ 11.1.2.2 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors’ Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as indicated in Appendix C – Contractor Insurance Requirements, or greater if required by law.

.1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
.2 The Contractual Liability insurance shall include coverage sufficient to meet the obligations of AIA Document A201-2017 under Paragraph 3.18.

.3 Products and Completed Operations insurance shall be maintained for a minimum period of at least 2 years after the expiration of the period for correction of Work.

.4 Policy shall be endorsed to contain a waiver of subrogation in favor of the Owner.

§ 11.1.2.3 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be as indicated in Appendix C – Contractor Insurance Requirements, or greater if required by law.

§ 11.1.2.4 Umbrella or Excess Liability coverage shall be as indicated in Appendix C – Contractor Insurance requirements, or greater if required by law.

§ 11.1.2.5 General Liability coverages shall be provided by a Commercial General Liability Policy on an occurrence basis, the policy date shall predate the Contract; the Owner, Architect/Engineer, and all Subconsultants shall be named as additional insured; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

.1 Non-Waiver Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Add the following sentence to Section 11.1.3:

‘If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD Form 25. 1 copy of ACORD Form 25 shall be submitted with each Agreement.’

§ 11.1 Contractor’s Insurance and Bonds

Add Sections 11.1.2.1 and 11.1.2.2 to Section 11.1.2:

§ 11.1.2.1 The Contractor shall, at the Contractor’s own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.
§ 11.1.2.2 The insurance required by Section 11.1 is not intended to cover machinery, temporary structures and buildings, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Subparagraph 11.3.

§ 11.2 Owner's Insurance

Add the following sentence to Section 11.2:

Owner’s “all risk” insurance will be provided by Owner with customary exclusions of certain perils.

Add Section 11.6:

§ 11.6 Performance Bond and Payment Bond

Add Sections 11.6.1 – 11.6.3 to Section 11.6:

§ 11.6.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum.

§ 11.6.2 The Contractor shall deliver the required bonds to the Owner not later than 10 days following contract award or 3 days following the date this Agreement is entered, whichever is less. If the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ 11.6.3 The Contractor shall require the bonding company to be registered with authority to transact business in State of Iowa.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work NCOVERING

Add the words 'upon written authorization from Owner' between the words ‘Architect’ and ‘be uncovered’ in 2nd line of Section 12.1.1.

Add the words 'upon written authorization from Owner' between the words ‘any request’ and ‘to see’ in 2nd line of Section 12.1.2.
§ 12.2.2 After Substantial Completion

Delete Section 12.2.1 and substitute the following:

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

Delete Section 12.2.2.1 and substitute the following:

§ 12.2.2.1 In addition to Contractor's obligations under Section 3.5, if, within 2 years after date of Final Completion of Work or designated portion thereof or after date of commencement of warranties established under any other provision of Contract Documents, or by terms of an applicable special warranty required by Contract Documents, any of Work is found not to be in accordance with requirements of Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of condition. Before commencing correction of Work, Contractor shall submit to Owner written description of their proposed repairs. This proposal shall be approved by Design Professional before Contractor commences repair. Once Contractor has completed repair work, they shall notify Owner and Design Professional who shall promptly review corrected work. If Design Professional or Owner rejects corrected Work, Contractor shall continue with repairs until such time as Design Professional and Owner accept corrected Work. Where Contractor corrects defective Work during initial 2 year period after Final Completion, if Owner discovers defects in corrected Work within 1 year after repairs are made, then Contractor shall be obligated, upon written notice from Owner, to correct such defects within 1 year from date that repairs were made.

Add Section 12.2.6 to Section 12.2 as follows:

§ 12.2.6 If Contractor fails or refuses to correct Work in accordance with their obligations under Contract Documents after written notice from Owner, then Owner may correct Work and Contractor shall be liable for costs to correct Work, any related architectural, engineering or other consulting costs, attorney's fees and expenses, and fines or penalties, if any. Any amounts due to Owner from Contractor under this Section may be withheld from balance of Contract Sum not yet paid.
ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

Delete Section 13.1 and substitute the following:

§ 13.1 Governing Laws
The Contractor shall be governed by the laws of the State of Iowa.

Add Section 13.1.1 to Section 13.1 as follows:

§ 13.1.1 Compliance with Law Provision: The Contractor agrees that it will comply with all applicable Federal, State and local laws, statutes, codes, rules, and regulations having jurisdiction over the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, as amended and as enforced by the State of Iowa.

§ 13.2 Successors and Assigns

Delete Section 13.2.2.

§ 13.4 Tests and Inspections

Add the following after the 2nd sentence in Section 13.5.1:

‘Contractor shall schedule all tests, inspections, or specific approvals required by law or Contract Documents so as to avoid any delay in Work.’

Delete last 2 sentences of Section 13.4.1.

Add Section 13.4.7 to Section 13.4.

§ 13.4.7 In addition to tests required by Section 13.5, Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by Owner, at Owner’s expense. Contractor shall cooperate with Owner and provide access to Work for such tests, inspections and approvals.
§ 13.5 Interest
Delete Section 13.5 text and substitute the following:

‘Payments due and unpaid under Contract Documents shall bear interest from date payment is due and shall bear interest at rate established in Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.’

Add Sections 13.6 through 13.11 to Article 13:

§ 13.6 Owner’s Right to Occupy
Owner shall have the right to occupy, without prejudice to rights of either party, any completed or largely completed portion of structure or Work, notwithstanding the fact that time for completing entire Work, or such portion thereof, may not have expired. Such occupancy and use shall not be an acceptance of Work taken or used.

§ 13.7 Rebates
Owner shall have the right to apply for, and secure all rebates which are available when Bids are received. Contractor shall provide invoices, itemizations, and cooperation to the Owner in this regard.

§ 13.8 Conformance with Laws
The Contractor shall conform with provisions of Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall comply with applicable federal, state, and local laws, rules, regulations, ordinances, policies and procedures, including Owner’s policies and procedures, and Iowa Smoke Free Air Act. The Contractor shall require similar clauses in all of their subcontracts for service or materials.

§ 13.9 Equal Opportunity
§ 13.9.1 The Contractor shall maintain policies of employment as follows:

§ 13.9.1.1 The Contractor and the Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, national origin, ancestry, age, mental or physical disability, sexual orientation and gender identity. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, color, sex or national origin, ancestry, age, mental or physical disability, sexual orientation or gender identity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; 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 setting forth the policies of non-discrimination.
§ 13.9.1.2 The Contractor and the Contractor’s Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, national origin, ancestry, age, mental or physical disability, sexual orientation and gender identity.

§ 13.10 Closeout Documentation
Not later than 10 days after the date of Substantial Completion, the Contractor shall furnish to the Architect/Engineer all Closeout Documentation identified in General Requirements (Division 1 of the Specifications). Except with the consent of the Owner, the Architect/Engineer will perform Closeout Documentation review only during the 60 day period following Substantial Completion. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect/Engineer for additional reviews beyond the 60 day time period identified.

§ 13.11 Confidential Information
If the Owner or Contractor receives information specifically designated by the other party as ‘confidential’ or ‘business proprietary’, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, including its employees, or (2) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, the party receiving ‘confidential’ or ‘business proprietary’ information may disclose such information, after 7 days’ Notice to the party providing the confidential or business proprietary information, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by arbitrator(s) order. Notice shall be provided, and deemed to have been duly served, in accordance with 1.6.2 of A201-2017.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor
Delete Section 14.1.1 and substitute the following:

§ 14.1.1 Contractor has no right to stop Work as consequence of non-payment. In event of any disagreement between Contractor and Owner involving Contractor’s entitlement to payment, Contractor’s only remedy is to file Claim in accordance with Article 15. Contractor shall diligently proceed with Work pending resolution of Claim.

.1 If, however, an Application for Payment has been approved for payment by Owner, and Owner fails to make payment within 60 days of approval of payment by Owner, Contractor may upon 10 day written notice to Owner, stop work if payment is not made by Owner within 10 days following notice.

Delete Sections 14.1.2 through 14.1.4 in their entirety.
§ 14.2 Termination by the Owner for Cause

Delete Sections 14.2.1 through 14.2.4 and substitute the following:

§ 14.2.1 Owner may terminate Contract for cause if Contractor:
  .1 Fails to supply adequate properly skilled workers or proper materials;
  .2 Fails to make payment to Subcontractors or Suppliers for materials or labor
    in accordance with respective agreements between Contractor and
    Subcontractors or Suppliers;
  .3 Fails to comply with any laws, ordinances, or rules, regulations or orders of
    public authority having jurisdiction;
  .4 Fails to perform Work in accordance with Contract Documents or otherwise
    breaches any provision of Contract Documents;
  .5 Anticipatorily breaches or repudiates Contract;
  .6 Fails to make satisfactory progress in prosecution of Work required by
    Contract; or
  .7 Endangers performance of Contract.

§ 14.2.2 Owner may terminate Contract, in whole or in part, whenever Owner determines
that sufficient grounds for termination exist as provided in Section 14.2.1. Owner will
provide Contractor with written notice to cure default. If default is not cured, termination
for default is effective on date specified in Owner's written notice. However, if Owner
determines that default contributes to curtailment of an essential service or poses an
immediate threat to life, health, or property, Owner may terminate Contract immediately
upon issuing oral or written notice to Contractor without any prior notice or opportunity to
cure. In addition to any other remedies provided by law or Contract, Contractor shall
compensate Owner for additional costs that foreseeably would be incurred by Owner,
whether costs are actually incurred or not, to obtain substitute performance. Termination
for default is termination for convenience if termination for default is later found to be
without justification.

§ 14.2.3 Upon receipt of written notice from Owner of termination, Contractor shall:
  .1 Cease operations as directed by Owner in notice and, if required by Owner
    and County, participate in an inspection of Work with Owner, County and
    Architect/Engineer to record extent of completion thereof to identify Work
    remaining to be completed or corrected, and to determine what temporary
    facilities, tools, equipment and construction machinery are to remain at Site
    pending completion of Work;
  .2 Complete or correct items directed by Owner, and take actions necessary,
    or that Owner may direct, for protection and preservation of any stored
    materials and equipment and completed Work;
  .3 Unless otherwise directed by Owner, remove their tools, equipment and
    construction machinery from Site; and
  .4 Except as directed by Owner, terminate all existing subcontracts and
    purchase orders and enter into no further subcontracts or purchase orders.
§ 14.2.4 Following written notice from Owner of termination, Owner may:
  .1 Take possession of Site and all materials and equipment thereon, and at Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by Contractor that Owner elects to utilize in completing Work;
  .2 Accept assignment of subcontracts and purchase orders, and
  .3 Complete Work by whatever reasonable method Owner may deem expedient.

Add Sections 14.2.5 through 14.2.9 to Section 14.2:

§ 14.2.5 Upon termination for cause, Contractor shall take those actions described in Section 14.2.3, and Owner may take those actions described in Section 14.2.4, subject to prior rights of Contractor's Surety, as applicable.

§ 14.2.6 When Owner terminates Contract for cause, Contractor is not entitled to received further payment until Work is completed and costs of completion have been established.

§ 14.2.7 If unpaid balance of Contract Sum less amounts which Owner is entitled to offset from unpaid Contract balance, including actual or Liquidated Damages, compensation for Architect/Engineer's services and expenses made necessary thereby, and other damages and expenses incurred by Owner, including reasonable attorney's fees, exceeds cost of completing Work, including compensation for Owner's and Architect/Engineer's services made necessary thereby, such excess will be paid to Contractor or Surety, as directed by Surety. If such costs exceed unpaid Contractor balance, Contractor shall pay difference to Owner upon written demand. This obligation for payment shall survive termination of Contract.

§ 14.2.8 In completing Work following termination for cause, Owner is not required to solicit competitive bids or to award completion work to lowest bidder, but may obtain such completion work and related services on basis of sole source procurement and negotiated compensation.

§ 14.2.9 If Contractor files for protection, or petition is filed against it, under Bankruptcy laws, and Contractor wishes to affirm Contract, Contractor shall immediately file with Bankruptcy Court motion to affirm Contract and shall provide satisfactory evidence to Owner and to Court of their ability to cure all present defaults and their ability to timely and successfully complete Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition Bankruptcy Court to lift Automatic Stay and permit Owner to terminate Contract.
§ 14.4 Termination by the Owner for Convenience

Delete Sections 14.4.1 through 14.4.3 and substitute the following:

§ 14.4.1 Owner may, at any time, terminate the Contract or any portion thereof or Work for Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from Owner of termination, Contractor shall:
   .1 Cease operations as directed by Owner in notice and, if required by Owner, participate in inspection of Work with Owner and Architect/Engineer to record extent of completion thereof, to identify Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at Site pending completion of Work;
   .2 Complete or correct items directed by Owner, and take actions necessary, or that Owner may direct, for protection and preservation of stored materials and equipment and completed Work.
   .3 Unless otherwise directed by Owner, remove their tools, equipment and construction machinery from Site, and
   .4 Except as directed by Owner, terminate all existing subcontracts and purchase orders related to Work and enter into no further subcontracts of purchase orders thereof.

§ 14.4.3 Following written notice from Owner of termination, the Owner may:
   .1 Take possession of Site and of all materials and equipment thereon, at Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by Contractor that Owner elects to utilize in completing Work;
   .2 Accept assignment of subcontracts and purchase orders; and
   .3 Complete Work by whatever reasonable method Owner may deem expedient.

Add Section 14.4.4 and 14.4.5 to Section 14.4:

§ 14.4.4 In case of termination for Owner’s convenience, Contractor will be entitled to compensation only for following items:
   .1 Payment for acceptable Work performed up to date of termination;
   .2 Costs of preservation and protection of Work if requested to do so by Owner;
   .3 Cost of terminating following contracts including:
      a. Purchased materials but only if not returnable and provided to Owner, or restocking or return charge, if any, if returnable at Owner’s written election;
      b. Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to 30 day rental;
c. Documented transportation costs associated with removing Contractor-owned equipment;
d. Documents demobilization and close-out costs; and
e. Overhead and profit on foregoing not to exceed 10 percent.

.4 Contractor will not be compensated for cost of terminating subcontracts, which shall be terminable at no cost to Owner if Contract is terminated.

.5 Contractor will not be compensated for cost of any idled employees unless employee is underwritten employment contract entitling employee to continued employment after termination of Contract and employee cannot be assigned to other Work provided that in all events Contractor’s costs shall be limited to thirty (30) days of employment costs from date of notice of termination. Contractor shall not be entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or cost of preparing and documenting their compensable expenses under this Section 14.4.4 as consequence of Owner's termination of Contract for convenience). Contractor conclusively and irrevocably waives their right to any other compensation or damages (compensation or Punitive) arising from termination of Contract. If Owner and Contractor are unable to agree upon amounts specified in this Section, Contractor may submit Claim as provided in Article 15. Claim must be limited to resolution of amounts specified in Section 14.4.4.1, 14.4.4.2, 14.4.4.3, and 14.4.4.4 of Section 14.4.4. No other cost, damages or expenses may be claimed or paid to Contractor or considered as part of Claim, same being hereby conclusively and irrevocably waived by Contractor. Any such Claim shall be delivered to Owner within 30 days of termination of Contract and shall contain written statement setting forth specific reasons and supporting calculations and documentation as to amounts Contractor claims to be entitled to under this Section as result of termination of Contract.

§ 14.4.5 Contractor's obligations surviving final payment under Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at time of termination, remains effective notwithstanding termination for convenience of Owner.
ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1.1 Definition
Delete Section 15.1.1 text and substitute the following:

‘A Claim is a written demand or assertion by Contractor seeking, as matter of right, payment of money, a change in the Contract Time, or other relief with respect to terms of Contract. Responsibility to substantiate Claims shall rest with Contractor. Nothing contained in this section is intended to apply to or in any way limit Owner's right to make claims related to or arising out of Contract.’

§ 15.1.2 Time Limits on Claims
Delete the words “Substantial Completion” in line 4 of Section 15.1.2 and replace it with “Final Acceptance.”

Delete the last sentence of Section 15.1.2

§ 15.1.3 Notice of Claims
Delete Section 15.1.3.1 and substitute the following:

§ 15.1.3.1 Claims by Contractor shall be initiated by written notice to Owner and to Initial Decision Maker with copy sent to Architect/Engineer, if Architect/Engineer is not serving as Initial Decision Maker. Claims by Contractor shall be initiated within ten (10) days after occurrence of event giving rise to such Claim or within ten (10) days after Contractor first recognizes condition giving rise to Claim, whichever is later. As condition of making claim for additional costs, Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If Claim for actual cost is approved, Owner shall pay Contractor actual costs incurred plus either (a) ten percent (10%) for overhead and profit for work performed by Contractor, or (b) five percent (5%) overhead and profit for work performed by subcontractor, as applicable.’

§ 15.1.4 Continuing Contract Performance
Delete Section 15.1.4.1 and substitute the following:

§ 15.1.4.1 Pending final resolution of Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, Contractor shall proceed diligently with performance of Contract and Owner shall continue to make payments as may be required in accordance with Contract Documents.

Delete Section 15.1.4.2.
§ 15.1.6 Claims for Additional Time

Delete Section 15.1.6.2 and substitute the following:

§ 15.1.6.2 If adverse weather conditions are the basis of a Claim for additional time, the Claim shall be documented by data substantiating that the weather conditions upon which the Claim is based (1) were abnormal when compared to the previous 5-year period, during the same time frame and at the location of the Work, (2) could not have been reasonably anticipated, and (3) had an adverse effect on the date of substantial completion of the Work.

Add Sections 15.1.6.3 and 15.1.6.4 to Section 15.1.6:

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Waiver of Claims for Consequential Damages

Delete Section 15.1.7.

§ 15.2 Initial Decision

Modify the first sentence of Section 15.2.1 to read as follows:

“Claims, excluding those arising under Sections 10.3, 10.4 and 11.5 shall be referred to the Initial Decision Maker for initial decision.”

Delete Section 15.2.6 as substitute the following:

§ 15.2.6 The parties may file for mediation of an initial decision at any time, upon mutual agreement of the parties.

Delete Section 15.2.6.1.
Delete Section 15.2.8.

§ 15.3 Mediation

Delete Section 15.3.1.

Delete Section 15.3.2 and substitute the following:

§ 15.3.2 The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other Party to this Agreement. If the Owner and Contractor are unable to mutually agree upon mediator in writing within sixty days of receiving written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

Delete Section 15.3.3

Delete Section 15.4 substitute the following:

§ 15.4 Litigation

§ 15.4.1 Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for Dallas County, unless otherwise mutually agreed to by the parties.

Add Article 16 as follows:

ARTICLE 16 SMOKING AND RELATED ADVERTISING

§ 16.1 Smoking will not be allowed on Owner’s property, which shall include inside private vehicles parked on Owner’s property. In addition, employees of Contractor, Subcontractors, and materials suppliers shall not wear apparel that advertises tobacco, alcohol, or illicit drugs, nor has profane language or images on them.

END OF DOCUMENT
APPENDIX A

CAD/ELECTRONIC FILE TRANSFER LETTER

[Date]

Name
Address
City, State Zip

Re:

Dear

At your request, frk architects + engineers (FRK-AE) will provide electronic files for your convenience and sole use in the preparation of shop drawings related to: (Insert name of project), subject to the following terms and conditions:

Our electronic files are compatible with: IBM Compatible AutoCAD with ADT (Confirm version with FRK). FRK-AE makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

Data contained on these electronic files is part of our instruments of service and shall not be used by you for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by you will be at your sole risk and without liability or legal exposure to FRK-AE. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against FRK-AE, its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless FRK-AE from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from your use of these electronic files.

These electronic files are not contract documents. Significant differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. FRK-AE makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed contract documents prepared by FRK-AE and electronic files, the signed contract documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, FRK-AE reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.
FRK-AE will furnish you electronic files of the following drawing sheets:

(List of Contractor requested sheets)

A service fee of $100.00 (one hundred dollars) per sheet shall be remitted to FRK-AE prior to delivery of electronic files.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by FRK-AE and FRK-AE makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall FRK-AE be liable for any loss of profit or any consequential damages.

This Agreement shall be signed and attested by officers of the corporation, with appropriate title under each signature.

Architect: frk architects + engineers Contractor: (Add Contractors name)

_________________________________________ __________________________
Signature                                           Signature

_________________________________________ __________________________
Printed Name & Title                                 Printed Name & Title

_________________________________________ __________________________
Date                                                Date
APPENDIX B

ACKNOWLEDGMENT AND CERTIFICATION

[Insert name of vendor/supplier/contractor/subcontractor] (“Company”) is providing services to the Ankeny Community School District (“District”), as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier, or contractor. The services provided by the Company may involve the presence of Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Date: ____________________________  [insert name of contractor or subcontractor]
By: ________________________________
Name: ______________________________
Title: ______________________________

Parkview MS/FRK-1023F  ©2019  00 73 00 - 49  Supplementary Conditions
Renovation & System Upgrades – Phase 1
SECTION 01 11 00
SUMMARY OF WORK

1. PART 1 GENERAL

1.1 SUMMARY
A. Section Includes:
   2. Work by Owner.
   3. Owner supplied products.
   4. Contractor use of site and premises.
   5. Work sequence.
   6. Owner occupancy.
   7. Specification Conventions.

1.2 CONTRACT DESCRIPTION
A. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER
A. Items noted NIC (Not in Contract), movable cabinets, furnishings, and minor equipment will be furnished and installed by Owner beginning after Substantial Completion.

1.4 OWNER SUPPLIED PRODUCTS
A. Owner's Responsibilities:
   1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
   2. Arrange and pay for delivery to site.
   3. On delivery, inspect products jointly with Contractor.
   4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
   5. Arrange for manufacturers' warranties, inspections, and service.
B. Contractor's Responsibilities:
   1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
   2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
   3. Handle, store, install and finish Products.
   4. Repair or replace items damaged after receipt.

C. Items supplied by Owner for installation by Contractor:
   1. Toilet tissue dispensers.
   2. Paper towel dispensers.
   3. Soap dispensers.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
   1. Owner occupancy.
   2. Work by Owner.

B. Construction Operations: Limited to areas noted on Drawings.

C. Emergency Building Exits During Construction: Existing exits to remain open and accessible during construction period; provide protection when required.

D. Service Access During Construction: Existing drives, parking areas, and trash collection facilities to remain open and accessible during construction period.

E. Utility Outages and Shutdown: Existing utilities to remain in service during construction period. Outages and shutdowns to be scheduled with Owner 48 hours in advance.

1.6 WORK SEQUENCE

A. Construct Work to accommodate Owner's occupancy requirements during the construction period, coordinate construction schedule and operations with Owner and Architect/Engineer:
   1. Work may be started on or after the 1st day of June, 2019.
   2. Work shall be Substantially Complete on or before the 20th day of August, 2019.
1.7 OWNER OCCUPANCY

A. The Owner will occupy the site and premises during the entire period of construction.

B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

C. Schedule the Work to accommodate Owner occupancy.

1.8 SPECIFICATION CONVENTIONS

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

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

Not Used.

END OF SECTION
1. PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Contingency allowances.
   2. Schedule of values.
   3. Applications for payment.
   5. Defect assessment.

1.2 CONTINGENCY ALLOWANCE

A. Include in the Contract, a stipulated sum/price for use upon Owner's instructions in amount of $50,000.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

C. Funds will be drawn from the Contingency Allowance only by Change Order.

D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES


B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds, and insurance.
D. Include in separate line item for Contingency Allowance specified in this section.

E. Include separately from each line item, direct proportional amount of Contractor’s labor.

F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.4 APPLICATIONS FOR PAYMENT


B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Submit at intervals stipulated in Agreement.

E. Submit with transmittal letter as specified for Submittals in Section 01 33 00 - Submittal Procedures.

F. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
   1. Affidavits attesting to off-site stored products, including accompanying insurance certificates covering stored products.
   2. Construction progress schedules, revised and current as specified in Section 01 33 00.

1.5 CHANGE PROCEDURES

A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor’s employ or Subcontractors of changes to the Work.

B. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.
C. The Architect/Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit estimate within 10 days.

D. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation.

E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor’s fixed [estimated] [maximum] price quotation or Contractor’s request for Change Order as approved by Architect/Engineer.


G. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.


I. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

J. Correlation of Contract Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
   2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
   3. Promptly enter changes in Project Record Documents.
1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of the Architect/Engineer.

D. Defective Work may be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.

E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

F. Authority of Architect/Engineer to assess defects and identify payment adjustments, is final.

G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from transporting vehicle.
   4. Products placed beyond lines and levels of required Work.
   5. Products remaining on hand after completion of the Work.
   6. Loading, hauling, and disposing or rejected products.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

Not Used.

END OF SECTION
1. PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Coordination and project conditions.
   2. Preconstruction meeting.
   3. Site mobilization meeting.
   4. Progress meetings.
   5. Pre-installation meetings.
   6. Cutting and patching.
   7. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

A. Architect/Engineer will schedule meeting after Owner-Contractor Agreement Execution.

B. Attendance Required: Owner, Architect/Engineer, and Contractor.

C. Agenda:
   1. Distribution of Contract Documents.
   2. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
   4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   5. Scheduling.

D. Architect/Engineer will record minutes and distribute copies to participants, with one copy to Owner and Contractor. Contractor shall distribute copies to those affected by decisions made.

1.4 SITE MOBILIZATION MEETING

A. Architect/Engineer will schedule meeting at Project site prior to Contractor occupancy.

B. Attendance Required: Owner, Architect/Engineer, Special Consultants, Contractor, Contractor's Superintendent, and major Subcontractors.

C. Agenda:
   1. Use of premises by Owner and Contractor.
   2. Owner's requirements and occupancy.
   3. Construction facilities and controls provided by Contractor.
   4. Temporary utilities provided by Contractor.
   5. Survey and building layout.
7. Schedules.
8. Application for payment procedures.
9. Procedures for testing.
11. Requirements for start-up of equipment.
12. Inspection and acceptance of equipment put into service during construction period.

D. Architect/Engineer will record minutes and distribute copies to participants, with one copy to Owner and Contractor. Contractor will distribute copies to those affected by decisions made.

1.5 PROGRESS MEETINGS

A. Architect/Engineer will schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems which impede planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Review of off-site fabrication and delivery schedules.
   7. Maintenance of progress schedule.
   8. Corrective measures to regain projected schedules.
   9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to Work.

E. Architect/Engineer will record minutes and distribute copies to participants, with one copy to Owner and Contractor. Contractor will distribute copies to those affected by decisions made.
1.6 PREINSTALLATION MEETING

A. When required in individual specification sections, convene pre-installation meeting at Project site prior to commencing work of specific section.

B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Notify Architect/Engineer four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of installation, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within [two] seven days after meeting to participants, with one copy to Architect/Engineer, Owner, and those affected by decisions made.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

3.1 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   5. Work of Owner.
C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new Products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00 for general construction penetrating items and Division 21, 22, 23, 26, 27, and 28 sections for fire suppression, plumbing, HVAC, electrical, communications, and electronic safety and security penetrating items; to full thickness of penetrated element.

J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

K. Identify hazardous substance or condition exposed during the Work to Architect/Engineer for decision or remedy.
3.2 SPECIAL PROCEDURES

A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.

B. Employ skilled and experienced installer to perform alteration work.

C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metal, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

E. Remove debris and abandoned items from area and from concealed spaces.

F. Prepare surface and remove surface finishes to permit installation of new Work and finishes.

G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

H. Remove, cut, and patch Work in a manner to minimize damage and to permit restoring products and finishes to original or specified condition.

I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.

J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

K. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at natural line of division and submit recommendation to Architect/Engineer for review.

L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review.
M. Trim existing doors to clear new floor finish. Refinish trim to specified condition.

N. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

O. Finish surfaces as specified in individual product sections.

END OF SECTION
SECTION 01 33 00

SUBMITTAL PROCEDURES

1. PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Construction progress schedules.
   3. Proposed products list.
   4. Product data.
   5. Shop drawings.
   6. Samples.
   7. Design data.
   8. Test reports.
   9. Certificates.
   10. Manufacturer's instructions.
   11. Manufacturer's field reports.
   13. Electronic submittal procedures (Optional).

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal with Architect/Engineer accepted form.

B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

G. Allow space on submittals for Contractor and Architect/Engineer review stamps.

H. When revised for resubmission, identify changes made since previous submission.

I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

J. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit 4 copies of initial schedules within 30 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within 10 days.

B. Submit revised Progress Schedules with each Application for Payment.

C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.

D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.

F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

G. Indicate estimated percentage of completion for each item of Work at each submission.
H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.

I. Indicate delivery dates for Owner furnished products.

J. Revisions to Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
   3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

K. Schedule shall include signature of Contractor.

1.4 PROPOSED PRODUCTS LIST

A. Within 30 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards. No product shall be used in Work without Architect/Engineer's written acceptance.

1.5 PRODUCT DATA

A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Submittal Quantities:
   1. General Construction: Submit number of copies which Contractor requires, plus 2 copies which will be retained by Architect/Engineer.
   2. Mechanical and Electrical Construction: Submit number of copies which Contractor requires, plus 3 copies, 2 of which will be retained by Architect/Engineer, and 1 by Engineer.
C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

D. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.6 SHOP DRAWINGS

A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in the Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
   1. Include signed and sealed calculations to support design.
   2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
   3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submittal Quantities:
   1. General Construction: Submit number of copies which Contractor requires, plus 2 copies which will be retained by Architect/Engineer.
   2. Mechanical and Electrical Construction: Submit number of copies which Contractor requires, plus 3 copies, 2 of which will be retained by Architect/Engineer, and 1 by Engineer.

E. Shop Drawings shall be prepared for Work of this Contract. Drawings prepared for other Contracts and revised for this Contract or annotated photocopy reproductions of Architect/Engineers Contract Document Drawings will be rejected.
F. Shop Drawings shall be based upon actual measurements taken at Project site where possible. Contractor shall show any variations and revisions to Contract Documents necessary for proper installation.

G. After review, distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

### 1.7 SAMPLES

**A. Samples:** Submitted to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

**B. Samples for Selection as Specified in Product Sections:**
1. Submitted to Architect/Engineer for aesthetic, color, or finish selection.
2. Submit samples of finishes from full range of manufacturer's standard or custom colors, textures, and patterns for Architect/Engineer selection.

**C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.**

**D. Include identification on each sample, with full Project information.**

**E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain one sample.**

**F. Reviewed samples which may be used in Work are indicated in individual specification sections.**

**G. Samples will not be used for testing purposes unless specifically stated in specification section.**

**H. After review, distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.**
1.8 DESIGN DATA

A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
1.12 MANUFACTURER’S FIELD REPORTS

A. Submit reports for Architect/Engineer’s benefit as contract administrator or for Owner.

B. Submit report in duplicate within 5 days of observation to Architect/Engineer for information.

C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 ERECTION DRAWINGS

A. Submit drawings for Architect/Engineer’s benefit as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect/Engineer or Owner.

1.14 ELECTRONIC SUBMITTAL PROCEDURES (OPTIONAL)

A. Summary:
   1. Contractor, at their option, may submit required submittals in electronic form in lieu of hard copy indicated above.
   2. Construction progress schedule, proposed products list, product data, shop drawings, design data, test reports, certificates, manufacturer’s instructions, manufacturer’s field reports, erection drawings, and Proposal Requests may be transmitted to Architect/Engineer in electronic (PDF) format as email attachment.
   3. Each PDF submittal shall be accompanied by separate transmittal described in ‘SUBMITTALS PROCEDURES’ article above.
   4. The intent of electronic submittals is to expedite construction process by reducing paperwork and improving information flow.
   5. Electronic submittal process is not intended for Applications for Payment, Change Orders, color samples, color charts, or physical material samples.
B. Procedures:
1. Submittal Preparation - Contractor may use any of the following options:
   a. Subcontractors and suppliers provide PDF submittals to Contractor via email.
   b. Subcontractors and suppliers provide paper submittals to Contractor who electronically scan and convert to PDF format.
   c. Subcontractors and suppliers provide paper submittals to scanning service which electronically scan and convert to PDF format.
2. Contractor shall review and apply electronic stamp certifying that the submittal complies with requirements of Contract Documents, including verification of manufacturer/product, quantities, dimensions, and coordination of information with other parts of Work.
3. Contractor shall transmit each PDF submittal to Architect/Engineer with transmittal as email attachments.
4. Architect/Engineer will either review and comment on PDF submittals or transmit them on to appropriate Consultant for their review and comment.
5. Following Architect/Engineer and Consultant review, Architect/Engineer return PDF submittals to Contractor as email attachments.
6. Distribution of reviewed PDF submittals to subcontractors and suppliers shall be responsibility of Contractor.
7. Submit paper copies of reviewed PDF submittals at Project closeout for record purposes in accordance with Section 01 70 00 - Execution and Closeout Requirements.

C. Costs:
1. Contractor, and their respective subcontractors and suppliers shall be responsible for preparation of PDF submittals, printing, and distribution, as well as internet access.

2. PART 2 PRODUCTS
Not Used
3. PART 3  EXECUTION

3.1 SCHEDULE

A. Shop drawings, product data, samples, manufacturer's installation instructions, and manufacturer's certificates shall be submitted for, but not limited to, the items listed in each Section of Specifications.

END OF SECTION
SECTION 01 40 00
QUALITY REQUIREMENTS

1. PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality control and control of installation.
   2. Tolerances.
   3. References.
   4. Mockup requirements.
   5. Testing and inspection services.
   6. Manufacturers' field services.
   7. Examination.
   8. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce required and specified quality.

F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to product acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing Products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. Neither contractual relationship, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference document.

1.5 MOCKUP REQUIREMENTS

A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
C. Accepted mockups shall be comparison standard for remaining work.

D. Where mockup has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mockup and clear area when directed to do so by Architect/Engineer.

1.6 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for services of an independent firm to perform testing and inspection Scheduled at end of Section.

B. Contractor shall employ and pay for services of an independent testing agency or laboratory acceptable to perform testing Scheduled at end of Section.
   1. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer and responsible officer.
   2. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.

C. The independent firm will perform tests, inspections, and other services specified in individual specification Sections and as required by the Architect/Engineer.
   1. Laboratory: Authorized to operate at Project location.
   2. Laboratory Staff: Maintain full time registered Engineer on staff to review services.
   3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

D. Testing, inspections and source quality control may occur on or off Project site. Perform off-site testing as required by Architect/Engineer or the Owner.

E. Reports will be submitted by independent firm to Architect/Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
F. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
1. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

G. Testing, inspecting, and employment of testing and inspecting agency shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

H. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing or inspecting charges from Contract Sum/Price.

I. Agency Responsibilities:
1. Test samples of mixes submitted by Contractor.
3. Perform specified sampling and testing of products in accordance with specified standards.
4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
6. Perform additional tests required by Architect/Engineer.
7. Attend preconstruction meetings and progress meetings.

J. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer and to Contractor. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and specifications section.
6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.

K. Limits of Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume any duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

1.7 MANUFACTURERS’ FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer and Owner.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers’ written instructions.

D. Refer to Section 01 33 00 - Submittal Procedures, MANUFACTURERS’ FIELD REPORTS article.

2. PART 2 PRODUCTS

Not Used.
3. PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 SCHEDULE

A. Special Inspections paid for by Owner and performed by Owner’s independent firm; requirements and standards as indicated on Drawings and in individual specifications sections.

   1. Structural Special Inspections: Requirements and standards as indicated on Drawings and in individual specifications.

B. Tests and Inspections other than those indicated above shall be paid for by Contractor and performed by Contractor's independent firm; requirements and standards as indicated in individual specification sections.

END OF SECTION
1. PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary Utilities:
   a. Temporary electricity.
   b. Temporary lighting for construction purposes.
   c. Temporary ventilation.
   d. Telephone service.
   e. Temporary water service.
   f. Temporary sanitary facilities.

2. Construction Facilities:
   a. Storage sheds.
   b. Vehicular access.
   c. Parking.
   d. Progress cleaning and waste removal.
   e. Scaffolding and ladders.
   f. Lifts and hoists.
   g. Fire prevention facilities.

3. Temporary Controls:
   a. Fencing.
   c. Pollution control.

4. Removal or utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

A. Connect to Owner's existing power service. Do not disrupt Owner's use of service. Owner will pay cost of energy used. Exercise measures to conserve energy.

B. Complement existing power service capacity and characteristics as required for construction operations.

C. Provide flexible power cords as required for portable construction tools and equipment.
D. Permanent convenience receptacles may be utilized during construction.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain incandescent lighting for construction operations to achieve minimum lighting level of 2 watt/sq ft.

B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.

C. Provide and maintain 0.25 watt/sq ft HID lighting to interior work areas after dark for security purposes.

D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels.

E. Maintain lighting and provide routine repairs.

F. Permanent building lighting may be utilized during construction.

1.4 TEMPORARY VENTILATION

A. Utilize Owner's existing ventilation equipment, extend and supplement with temporary fan units as required to maintain clean air for construction operations. Owner will pay cost of energy used. Exercise measures to conserve energy.

1.5 TELEPHONE SERVICE

A. Provide, maintain, and pay for mobile telephone service at time of project mobilization.

1.6 TEMPORARY WATER SERVICE

A. Connect to Owner's existing water source. Owner will pay cost of water used. Exercise measures to conserve water.

B. Provide flexible hoses with threaded connections as required.
1.7 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Existing facility use is not permitted.

C. At end of construction, remove facilities, disinfect area, and leave area in same or better condition than originally found.

1.8 STORAGE SHEDS

A. Do not use existing facilities for field offices or for storage.

B. Locate sheds minimum distance of 30 feet from existing structures.

C. Construction: Portable or mobile buildings, or buildings constructed with floors raised above ground.
   1. Construction: Structurally sound, secure, weather tight enclosures for office and storage spaces. Maintain during progress of Work; remove when no longer needed.
   2. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with storage requirements.
   3. Exterior Materials: Weather resistant, finished in one color acceptable to Owner.
   4. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.

D. Environmental Controls:
   1. Storage Spaces: Heating and ventilation as needed to maintain products in accordance with Contract Documents; lighting for maintenance and inspection of Products.

E. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01 60 00 - Product Requirements.

F. Maintenance and Cleaning:
   1. Periodic cleaning and maintenance of storage areas.
   2. Maintain approach walks free of mud, water, and snow.

G. Removal: At completion of Work remove debris. Restore areas.
1.9 VEHICULAR ACCESS

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

B. Location as approved by Owner.

C. Provide unimpeded access for emergency vehicles. Maintain 20 foot wide driveways with turning spaces between and around combustible materials.

D. Provide and maintain access to fire hydrants [and control valves] free of obstructions.

1.10 PARKING

A. Use of designated areas of existing parking facilities used by construction personnel is permitted.

B. Location as as approved by Owner.

C. When site space is not adequate, provide additional off-site parking.

D. Maintenance:
   1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
   2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

1.11 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, and other closed or remote spaces, prior to enclosing spaces.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
D. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.12 FIRE PREVENTION FACILITIES

A. Owner’s premises and site are designated ‘No Smoking’. Under State law, smoking is prohibited within buildings under construction or renovation, and on site.

B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
   1. Provide one fire extinguisher at each construction entrance to buildings [and at entrances to stairways on each floor of buildings under renovation.
   2. Provide minimum one fire extinguisher in every storage shed.
   3. Provide minimum one fire extinguisher on roof during operations using heat producing equipment.

1.13 SCAFFOLDING AND LADDERS

A. Provide and maintain scaffolding and ladders for construction operations. Conform to regulations of authority having jurisdiction.

B. Removal: At completion of Work remove scaffolding and ladders.

1.14 LIFTS AND HOISTS

A. Motorized personnel lift and construction material hoist use on elevated floor slabs shall be limited to the following:
   1. Combined Weight: Weight of lift and personnel, and hoist, personnel, and materials shall not exceed 3,200 pounds.

1.15 FENCING

A. Construction: Commercial grade chain link fence.
B. Provide 6 foot high fence around site staging and storage areas; equip with vehicular and pedestrian gates with locks, and non-penetrating bases.

1.16 SECURITY

A. Security Program:
   1. Protect Work, existing premises, and Owner’s operations from theft, vandalism, and unauthorized entry.
   2. Initiate program in coordination with Owner’s existing security system at project mobilization.
   3. Maintain program throughout construction period until Owner occupancy.

B. Entry Control:
   1. Restrict entrance of persons and vehicles into Project site and existing facilities.
   2. Allow entrance only to authorized persons with proper identification.
   3. Maintain log of workers and visitors, make available to Owner on request.
   4. Owner will control entrance of persons and vehicles related to Owner’s operations.

C. Personnel Identification:
   1. Provide identification badge to each person authorized to enter premises.
   2. Badge to Include: Personal photograph and name, and employers name and telephone number.
   3. Maintain list of accredited persons, submit copy to Owner on request.
   4. Require return on badges at expiration of their employment on the Work.

D. Restrictions:
   1. Do not allow cameras on site or photographs taken except by written approval of Owner.

1.17 DUST CONTROL

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

1.18 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

D. Patch, repair, or replace publicly-owned structures and facilities damaged or removed as a result of new Work as required by governing authorities.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

Not Used.

END OF SECTION
SECTION 01 60 00

PRODUCT REQUIREMENTS

1. PART 1  GENERAL

1.1  SUMMARY

A.  Section Includes:
   1.  Products.
   2.  Product delivery requirements.
   3.  Product storage and handling requirements.
   4.  Product options.
   5.  Product substitution procedures.

1.2  PRODUCTS

A.  Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

B.  Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

C.  Furnish interchangeable components from same manufacturer for components being replaced.

1.3  PRODUCT DELIVERY REQUIREMENTS

A.  Transport and handle products in accordance with manufacturer's instructions.

B.  Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C.  Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4  PRODUCT STORAGE AND HANDLING REQUIREMENTS

A.  Store and protect products in accordance with manufacturer's instructions.
B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained under acceptable conditions.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards of description.

B. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for Substitution for any manufacturer not named, in accordance with ‘Product Substitution Procedures’ article below.

C. Products Specified by Naming Product of Reference Manufacturer with Other Acceptable Manufacturers Listed with Provision for Substitutions: Product of listed Acceptable Manufacturer meeting minimum attributes of Reference Manufacturer such as profile, material thickness, finish, available color selections, options, etc. Submit request for Substitution for any manufacturer not named in accordance with the ‘Product Substitution Procedures’ article below.
1.6 PRODUCT SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.

B. Substitutions may be considered during the construction period only when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that Bidder [Contractor]:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for Substitution as for specified product.
   3. Will coordinate installation and make changes to other Work which may be required for Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawings or Product Data submittals, without separate written request.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

Not Used.

END OF SECTION
**SUBSTITUTION REQUEST FORM**  
(During Bidding Phase)

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<tr>
<th>To: (General Construction)</th>
<th>(OR)</th>
<th>(M/E Construction)</th>
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<tbody>
<tr>
<td>frk architects + engineers</td>
<td></td>
<td>KCL ENGINEERING</td>
</tr>
<tr>
<td>2600 Westown Parkway, Suite 340</td>
<td></td>
<td>281 ½ 5th Street</td>
</tr>
<tr>
<td>West Des Moines, IA 50266</td>
<td></td>
<td>West Des Moines, IA 50265</td>
</tr>
<tr>
<td>Phone: 515-223-5100</td>
<td></td>
<td>Phone/Fax: 515-724-7938</td>
</tr>
<tr>
<td>Fax: 515-223-7226</td>
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Project: Parkview Middle School, Renovation & System Upgrades - Phase 1; Ankeny, IA.

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<tr>
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Attached data also includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not effect of delay progress schedule.
- Proposed substitution doe not effect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by substitution.

Submitted by:  
Signed by:  
Firm:  
Address:  
Telephone: ______________________ FAX: ______________________

Supporting Data Attached:  

<table>
<thead>
<tr>
<th>Drawings</th>
<th>Product Data</th>
<th>Samples</th>
<th>Tests</th>
<th>Reports</th>
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SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

1. PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Closeout procedures.
   2. Final cleaning.
   3. Starting of systems.
   4. Demonstration and instructions.
   5. Testing, adjusting and balancing.
   6. Protecting installed construction.
   7. Project record documents.
   8. Operation and maintenance data.
   9. Spare parts and maintenance Products.
  11. Maintenance service.

1.2 CLOSEOUT PROCEDURES

A. Submit closeout documentation listed in individual specification sections of Project Manual and Scheduled at end of section.

B. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.

C. Provide submittals to Owner required by authorities having jurisdiction.

D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

E. Owner will occupy portions of building as specified in Section 01 11 00 - Summary of Work.
1.3 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

D. Replace filters of operating equipment.

E. Clean debris from roofs and drainage systems.

F. Clean site; sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect/Engineer and Owner seven days prior to start-up of each item.

C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable manufacturer’s representative in accordance with manufacturer’s instructions.
G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report in accordance with Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner’s personnel two weeks prior to date of Substantial Completion.

B. Demonstrate Project equipment and instruct in classroom environment located at Project and instructed by qualified manufacturer’s representative who is knowledgeable about the Project.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner’s personnel in detail to explain all aspects of operation and maintenance.

E. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at [scheduled time] agreed time, at [equipment] designated location.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. Required instruction time for each item of equipment and system is specified in individual sections.
1.6 TESTING, ADJUSTING AND BALANCING

A. Contractor shall appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.

B. Independent firm will perform services specified in Division 23.

C. Reports will be submitted by independent firm to Architect/Engineer indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

1.7 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.8 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer’s instruction for assembly, installation, and adjusting.
B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
   2. Field changes of dimension and detail.
   3. Details not on original Contract drawings.

G. Submit documents to Architect/Engineer for initial review 10 days prior to Substantial Completion inspection.

1.9 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
E. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 20 pound white paper, in three parts as follows.

1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions, subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3. Part 3: Project documents and certificates, including the following:
   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Originals of warranties and bonds.

F. Submit manuals to Architect/Engineer for initial review 10 days prior to Substantial Completion inspection.

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.

B. Deliver to Project site and place in location as directed by Owner; obtain receipt 10 days prior to Substantial Completion inspection.
1.11 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

F. Submit to Architect/Engineer for initial review 10 days prior to Substantial Completion inspection.

G. Time of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner’s permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.12 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections for time periods indicated.

B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

3.1 SCHEDULE

E. Closeout documents, operation and maintenance data, warranties and bonds, extra materials, and maintenance agreements shall be submitted for, but not limited to, the items listed in each Section of Specifications. Submittals, in addition to those listed, include those identified in PART 1 of this Section.

END OF SECTION
CLOSEOUT CHECKLIST
INSTRUCTIONS TO CONTRACTOR

Contract Closeout documentation shall be submitted for, but not limited to, the items listed in the Project Manual. The following is a summary list of submittals required for the Project.

REFERENCES
- **SECTION 01 11 00 - SUMMARY OF WORK**: Includes Owner occupancy.
- **SECTION 01 40 00 - QUALITY REQUIREMENTS**: Includes manufacturer's field service reports.
- **SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS**: Includes closeout of construction facilities and temporary controls.
- **SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS**: System start-up and adjusting.

**Date Completed**

1. Provide Architect/Engineer seven days notice of startup of equipment. Architect/Engineer will attend startup when practicable.

2. Perform startup of all equipment and systems. General startup requirements, Division 01, apply to all equipment, whether supplemented in product section or not. Product sections include supplemental requirements.

3. Submit written report that equipment system has been properly installed, cleaned tested, and adjusted, and is functioning properly.

4. Provide demonstration and instruction to Owner. General requirements are specified in Division 01; may be supplemented in product sections.
5. Submit Operation and Maintenance Manuals for Architect/Engineer initial review ten days prior to Substantial Completion Inspection; include mechanical test and balance reports and electrical data cable test reports. Operation and Maintenance documentation to be submitted as indicated in product sections of Project Manual. *(1 hardcopy set)*

6. Submit Warranties (and Bonds, when required) with initial Operation and Maintenance Manuals. All warranties shall be signed by Contractor. Include subcontractor's signature when subcontractor shares responsibility. Warranty (and Bond) documentation to be submitted as indicated in product sections of Project Manual. *(1 hardcopy set)*

7. Submit Project Record Contract Drawings and Specifications for Architect/Engineer's initial review ten days prior to Substantial Completion inspection.
   a. Contract Drawings (commonly referred as As-Builts). *(1 hardcopy set)*
   b. Specifications. *(1 set)*
   c. Addenda. *(1 set)*

8. Request for Substantial Completion.
   b. Contractor to submit list of items to be completed or corrected to Architect/Engineer (AIA A201, Paragraph 9.8.2).
   c. Contractor completes items on list.
   d. Contractor notifies Architect/Engineer when all items are completed.
   e. Architect/Engineer makes Substantial Completion Inspection.
   f. Architect/Engineer issues Substantial Completion Certificate.
   g. Owner and Contractor sign Substantial Completion Certificate.
9. Following execution of Substantial Completion Certificate, Contractor may request of all or part of retained funds, pending receipt of the following:
   a. Contractor to submit sworn statement that subcontractors, sub-subcontractors, and suppliers have been notified of Contractor's pending request for release of retained funds.
   b. Contractor to submit itemized list of items left to complete, including estimated value of labor and materials.
   c. Contractor to submit itemized list of Iowa Code Chapter 573 claims.

10. Architect/Engineer returns Operation and Maintenance Manuals; approximately one week after Substantial Completion Inspection, for making noted corrections.

11. Architect/Engineer returns Project Record Drawings and Specifications, and Addendum; approximately one week after Substantial Completion Inspection, for making noted corrections.

12. Provide submittals to Owner that are required by governing or other authorities *(Includes certificates of occupancy, and plumbing and electrical inspection certificates.)*

13. Submit AIA Forms [and State Sales Tax Refund forms] with claim for Final Application for Payment *(Architect/Engineer will provide AIA forms for use by Contractor)*
   a. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims. *(2 copies)*
   b. AIA Document G706A - Contractor's Affidavit of Release of Liens. *(2 copies)*
   c. AIA Document G707 - Consent of Surety of Final Payment. *(2 copies)*

14. Provide written conformation from governmental agencies that all permit and inspection fees have been paid by Contractor.
15. Submit Project Closeout Documentation with claim for release of retained funds.
   a. Change Orders and other Modifications to Contract. (1 set)
   b. Reviewed shop drawings and product data. (1 set)
   c. Manufacturer's instructions for assembly, installation, and adjusting. (1 set)

16. Submit Final Operation, Maintenance, and Warranty Manuals with claim for release of retained funds. (1 hardcopy set + 1 electronic copy)

17. Submit Final Project Record Drawings and Specifications, and Addendum with claim for release of retained funds. (1 hardcopy set + 1 electronic copy)

18. Deliver extra materials, including spare parts and maintenance materials, designated storage location and obtain receipt from Owner ten days prior to Substantial Completion inspection. Unless specified otherwise, designated storage location is on site, or at Owner's close by facility. *(Receipt is Contractor's evidence that materials have been delivered. Contractor to record item and description of materials delivered, delivery date, and individual who received materials on form approved by Architect/Engineer.)* Extra materials to be provided as indicated in product sections of Project Manual.

19. Submit executed Maintenance Agreements ten days prior to Substantial Completion Inspection. *(2 copies)*
   Maintenance Agreements to be provided as indicated in product sections of Project Manual.

20. Submit written notice that The Work is fully completed and ready for Architect/Engineer and Owner Final Inspection. *(All items indicated above constitute part of the Work. The Work will not be considered complete until all items have been completed.)*