

COLLEGE COURTS ROOF REPLACEMENT

University of Northern Iowa
Cedar Falls, Iowa

OWNER: Board of Regents, State of Iowa
Robert Donley, Executive Director

PRESIDENT: Dr. Benjamin Allen

RECEIPT OF BIDS: Time: Until 2:00 P.M. local time
November 19, 2009

Location: Office of the
Vice President/Administration & Finance
2401 Wisconsin Street
Lang Hall Room 122
University of Northern Iowa
Cedar Falls, Iowa 50614-0003

Facilities Planning
University of Northern Iowa
Cedar Falls, IA 50614-0530

I hereby certify that this plan,
specification or report was prepared
by me under my direct personal supervision
and that I am a duly registered
Professional Engineer under the laws of
the State of Iowa.

Signature

Date

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SHEET TITLE

DRAWINGS ARE: ENCLOSED

SEPARATE

SHEET NUMBER

ADVERTISEMENT FOR BIDS

Sealed bids for the construction of the College Courts Roof Replacement Project at the University of Northern Iowa will be received by the Board of Regents, State of Iowa at the Office of the Vice President for Administration and Finance, 2401 Wisconsin Street, Lang Hall Room 122, University of Northern Iowa, Cedar Falls, Iowa 50614-0003 until 2:00 p.m. local Iowa time, on November 19, 2009, and will then be publicly opened and read aloud.

The project consists of but is not limited to: removal of existing shingled roofs and installing new shingled roofs, flashings, vents and ridge vents on twenty-four (24) duplex style buildings.

Bids will be received for a stipulated sum contract.

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

Bidding Documents may be obtained from University of Northern Iowa, Facilities Planning, 2601 Campus Street, Cedar Falls, IA 50614, telephone no. 319-273-2611. **No deposit** will be required, but all bidders are asked to return their Bidding Documents within fifteen (15) days after opening of bids.

Each bid shall be on the forms provided with the Bidding Documents and shall be accompanied by bid security as set forth in the Instructions to Bidders.

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

No bid may be withdrawn for a period of forty-five (45) calendar days after the date of opening.

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

Bidders shall give preference to use of Iowa domestic labor in the constructing or building of any public improvement. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

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

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

Robert Donley
Executive Director

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - RECEIPT AND OPENING OF BIDS

- 1.1 The Board of Regents, State of Iowa, hereinafter called the "Owner", will receive bids at the Office of the Vice President for Administration & Finance, 2401 Wisconsin Street, Lang Hall Room 122, University of Northern Iowa, Cedar Falls, IA 50614-0003, until 2:00 p.m. local Iowa time on November 19, 2009. Properly received bids will then be publicly opened and read aloud.
- 1.2 Any bid received after the time specified for the receipt of bids will not be considered and will be returned unopened.
- 1.3 Each Bidder shall be solely responsible for the delivery of their bid to the Owner at the place and before the time specified in Paragraph 1.1 above.

ARTICLE 2 - PREPARATION OF BIDS

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

ARTICLE 3 – IOWA TARGETED SMALL BUSINESS PROGRAM

3.1 DEFINITIONS

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

3.1.5 Certified in the above context means that the Targeted Small Business has been certified by the Iowa Department of Economic Development.

3.2 PROGRAM DESCRIPTION

3.2.1 The Board of Regents, State of Iowa, seeks to provide opportunities for Targeted Small Businesses in the awarding of contracts. The Regents are authorized to award contracts to Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa. The Regents are also authorized to establish certified Targeted Small Business participation goals for construction contracts.

3.2.2 Certified Iowa Targeted Small Business participation will be specified as a percentage of the Bidder's base bid as identified in the Special Conditions of the Contract Documents

ARTICLE 4 - SUBMITTAL OF BIDS

4.1 The Form of Bid for Construction Contract form shall be enclosed in its own sealed envelope, separate from the other required bid documents, and identified with the name of the bidder and the designation, "Sealed Bid for College Courts Roof Replacement". The Bid Security, Targeted Small Business Form, and the Equal Employment Opportunity Data Reporting Form **OR** Certificate of Reporting, along with the separately sealed Form of Bid for Construction Contract shall be enclosed in a second envelope, addressed to the Board of Regents, State of Iowa, and identified with the name and address of the bidder and the designation, "Bid Documents for College Courts Roof Replacement".

4.2 Targeted Small Businesses who are submitting a bond waiver in lieu of bid security on bids \$50,000 or less, shall identify at the upper right hand corner of the envelope containing the "Bid Documents", that they are a Certified Targeted Small Business.

Sample Envelope

<p>Certified Targeted Small Business</p> <p>Bid Documents for (project title) (institution), (address) (city, state, zip)</p>
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4.3 If the bid is mailed, then a third mailing envelope shall be used containing the bid document envelopes and should be addressed to the Board of Regents, State of Iowa, as stated in Article 1.

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

ARTICLE 5 - MODIFICATION OF BIDS

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

ARTICLE 6 - WITHDRAWAL OF BIDS

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

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

- 7.1 Bids shall be accompanied by and secured only by a cash deposit, cashier's check, certified check, or a bid bond in an amount of at least five percent of the bid. Bids accompanied and secured by any other form of bid security shall automatically be disqualified.
- 7.2 Certified checks and cashier's checks shall be made payable to the Board of Regents, State of Iowa.
- 7.3 Bid bonds must be either in the form prescribed by the Board of Regents, State of Iowa, contained elsewhere in this document, or in a form approved by the American Institute of Architects. A copy of the Board of Regents bid bond form is included with the bidding documents or may be downloaded from the Owner's web site <http://www.vpaf.uni.edu/fs/>. Go to heading *Project Information*. Click on *Bid Dates* and locate the *Project Bid Bond Form*. The bid bond must be executed solely by corporations authorized to contract as surety in Iowa. Attorneys-in-fact who sign surety bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 7.4 Bid security shall be agreed upon as the measure of liquidated damages which owner will sustain by failure, neglect or refusal of bidder to deliver a signed contract stipulating performance of the work in unqualified compliance with contract documents within ten (10) days after notification of award of contract is given.
- 7.5 Bid security when submitted in the form of either a cash deposit, cashier's check, or a certified check by any bidder except the three lowest bidders will be returned within forty-eight hours after opening.

- 7.6 Bid security when retained will, if either a cash deposit, cashier's check, or a certified check, be returned within forty-eight hours after the contract and performance and payment bond of the successful bidder have been executed by the Board of Regents, State of Iowa. If the award process involves more than the bid holding time established in the Bidding Documents, those bidders whose securities are retained shall have the right to negotiate with the Board of Regents on the matter.

ARTICLE 8 - BID SECURITY FOR TARGETED SMALL BUSINESS BIDDERS

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

ARTICLE 9 - QUALIFICATION OF BIDDERS

- 9.1 Bidders shall submit with each bid a completed Board of Regents Equal Employment Opportunity Data Reporting Form as included in the Bidding Documents **OR** submit with each bid the Certificate of Reporting, also included herewith, which certifies that an Equal Employment Opportunity Data Reporting Form has been filed with Board of Regents Equal Employment Opportunity Compliance Officer. The bidder's attention is called to the requirements of the Code of Fair Practices of the General Conditions of the Contract.
- 9.2 Bidders shall be registered with the Iowa labor commissioner. Bidders Iowa registration number shall be included as provided for on the Form of Bid.
- 9.3 Non-resident corporations submitting bids must be in compliance with Section 490.1501 of the Code of Iowa and legally authorized thereby to carry on such business in the state of Iowa as is required by the Contract Documents.
- 9.4 The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the Owner all such information and data for these purposes as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- 9.5 The Owner gives preference to use of Iowa domestic labor in the constructing or building of any public improvement. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the state of Iowa.

ARTICLE 10 - SUBCONTRACTORS

- 10.1 The bidder is requested to name persons, firms or other parties to whom it is intended to award a subcontract under this Contract if and as requested on the Form of Bid.

- 10.2 In accordance with Iowa law, the successful bidder shall furnish in writing to the Owner within forty-eight (48) hours after the award of the contract, a list of the names of subcontractors who will work on the project.
- 10.3 The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must (1) be registered in the state of Iowa and have an Iowa contractors registration number, and (2) be acceptable to the Owner.

ARTICLE 11 - BIDDER'S REPRESENTATION

- 11.1 Each bidder by submitting a bid, represents that bidder has:
- 11.1.1 Read and completely understands the contract documents.
 - 11.1.2 Visited the site and is totally familiar with the conditions under which the Work is to be performed including availability and cost of labor and materials. Tours of the site will be conducted as stated in Article 20.
 - 11.1.3 Based the bid upon the materials and equipment described in the contract documents.
 - 11.1.4 Agreed that the contract time will begin on the working day next following selected Bidder's receipt of Notice of Award and to fully complete all contract work not later than April 30, 2010 excepting for delays covered in Article 8 of the General Conditions of the Contract.
 - 11.1.5 Given preference to use of Iowa domestic labor and products and provisions grown and coal produced within the state of Iowa.
- 11.2 Failure of the selected bidder to fulfill the representations of this Article shall in no way relieve the obligation of the bidder to furnish all material and labor necessary to carry out the provisions of the contract, nor shall such failure constitute grounds for extra compensation over the price stated in the accepted bid.

ARTICLE 12 - SUBSTITUTIONS

- 12.1 No substitution for the materials and equipment described in the contract documents will be considered during the bidding period unless written request has been submitted to the Design Professional for approval at least fourteen (14) days prior to the date set for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- 12.2 If the Design Professional approves any proposed substitution, such approval shall not be considered official until it is set forth in an addendum. Bidders are cautioned to refrain from including in their bid any substitutions which are not confirmed by written addenda.

ARTICLE 13 - ADDENDA AND INTERPRETATIONS

- 13.1 Each bidder shall examine the contract documents carefully and, not later than seven (7) calendar days prior to the date set for receipt of bids, shall make written request to the Design Professional for interpretation or correction of any ambiguity, inconsistency or error therein which may be discovered.
- 13.2 Any and all interpretations, corrections, revisions, and amendments shall be issued by the Design Professional to all holders of bidding documents in the form of written addenda. Such addenda shall be issued so as to be received at least forty-eight (48) hours prior to the time set for the receipt of bids. All addenda so issued shall become part of the contract documents and shall be acknowledged in the Form of Bid.
- 13.3 Only those interpretations, corrections, revisions and amendments confirmed by written addenda shall be binding. Bidders are cautioned to refrain from including in their bid any interpretations, corrections, revisions, and amendments which are not confirmed by written addenda.

ARTICLE 14 - BID PREFERENCE

- 14.1 All bidders shall certify their state or foreign country of residence by completing the official address section of the Form of Bid.
- 14.2 Nonresident bidders are advised that under Iowa law, resident bidders on public improvements are allowed a preference equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. "Resident Bidder" means a person or firm authorized to transact business in this state, and having a place of business for transacting business at which it is and has conducted business for at least six months prior to the first advertisement for the public improvement and in the case of a corporation at least 50% of the common stock is owned by residents of this state.
- 14.3 Nonresident bidders shall certify on the Form of Bid the resident preference given by their state or foreign country of residence.

ARTICLE 15 - METHOD OF AWARD

- 15.1 Owner may reject any or all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interests.
- 15.2 Contract shall be considered awarded when the selected bidder receives a written "Notice of Award" from the Owner.

ARTICLE 16- EXECUTION OF CONTRACT

- 16.1 Selected bidder shall, within ten (10) calendar days after receipt of Notice of Award, enter into written contract with the Owner in the Form of Agreement included in these documents, for performance of the work described in the Contract Documents.

- 16.2 The Contract, when duly executed, shall represent the entire agreement between parties.
- 16.3 Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a performance and payment surety bond in the amount of 100% of the Contract Sum as security for faithful performance of the Contract and for the payment of all persons performing labor and furnishing materials for the work, or pursuant to Supplementary Conditions, evidence of eligibility for waiver of the bond requirements. The bond shall be on the form included herein. The surety on such bond shall be a surety company duly authorized to do business in the state of Iowa. Attorneys-in-fact who sign surety bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 16.4 Completed Contract and Contract Performance and Payment Bond shall be dated the same and executed in three (3) original counterparts.

ARTICLE 17 - IOWA STATE BUILDING CODE

- 17.1 All construction under this contract shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to and will take precedence over local governmental bodies' regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with other applicable local regulations.

ARTICLE 18- PARKING FOR BID OPENING

- 18.1 Ample parking for persons attending bid openings is available at the visitor parking lot located next to the Gallagher-Bluedorn Performing Arts Center. Bidder is responsible for costs associated with parking.

ARTICLE 19 - TAXES

- 19.1 Bidders shall include in bid all taxes as required by Paragraph 3.6 of the General Conditions of the Contract.

**ALL BLANKS TO BE COMPLETED
ONLY BIDS ON THIS FORM WILL BE ACCEPTED**

**FORM OF BID
for
CONSTRUCTION CONTRACT
for**

**COLLEGE COURTS
ROOF REPLACEMENT**

at the

University of Northern Iowa
Cedar Falls, Iowa

_____, 20____

To: **BOARD OF REGENTS, STATE OF IOWA**
University of Northern Iowa
Cedar Falls, Iowa 50614

1. The undersigned Bidder, in response to your Advertisement for Bids for construction of the above project, having examined the Drawings, Specifications and other Bidding Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the proposed Contract Documents, within the time set forth therein, and at the price stated below. These prices are to cover all expenses incurred in performing the work required under the proposed Contract Documents, of which this bid is a part.

Bidder acknowledges receipt of the following Addenda, which are a part of the Bidding Documents:
Numbers _____, _____, _____, _____, _____.

BASE PROPOSAL: Bidder agrees to perform all of the work described in the proposed Contract

Documents and shown on the Drawings for the sum of _____ Dollars

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

UNIT PRICES:

Unit Price No. 1: Replace deteriorated roof sheathing with 4 x 8 x 1/2 OSB.

Add/Deduct sum of:

_____ Dollars per Sheet

(\$_____).

2. The undersigned Bidder states that full compliance with the proposed Contract Documents is maintained in this bid.
3. Accompanying this bid is the Bid Security required by the Bidding Documents, the same being subject to forfeiture, in the event of default by the undersigned, in accordance with terms of the Bidding Documents.
4. It is hereby agreed that when entering into this contract with the State of Iowa, the contractor warrants that he/she has taken documented steps to encourage the participation of TSB's for the purpose of subcontracting and supplying of materials.
5. Bidder understands that the Owner reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
6. Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the public opening and reading of the bids.
7. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; (d) that Bidder has not sought by collusion to obtain any advantage over any other bidder or over the Owner; and (e) that Bidder is a resident or a resident corporation (as defined in Article 13 of the Instructions to Bidders) of the state or foreign country written below as the Bidder's official address.
8. Bidder hereby certifies that the Bidder is registered with the Iowa Labor Commissioner.
9. A nonresident corporation certifies by submittal of this bid that the corporation has complied with Section 490.1501 of the Code of Iowa. The corporation certifies it shall comply with Chapter 73 of the Code and give preference to use of Iowa domestic labor and products and provisions grown and coal produced within the state of Iowa.

Date _____

FIRM NAME _____

OFFICIAL ADDRESS

Signed By _____

Typed Name _____

MAILING ADDRESS (if different from above)

(Title)

Telephone Number _____

Facsimile Number _____

E-mail Address _____

Federal Tax Identification No.

Iowa Contractor Registration No.

If Bidder is a nonresident of the State of Iowa, Bidder certifies that the resident preference given by the state or foreign country of Bidder's residence is _____ percent.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

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

_____ (Surety Company name)

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

_____ Dollars \$ _____

OR

_____ % of the bid

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

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

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

Signed and sealed this _____ day of _____ 20____

Principal Seal

Witness

Signature

Print or type name signed above

Title

Witness

Surety Seal

Signature

Print or type name signed above 12/06

CONTRACTOR FORM

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

INSTRUCTIONS:

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

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

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

2. _____
Company Name Telephone Number
- _____ - _____
Address City State Zip Code
- _____ _____
Date Signature of Official Completing this Report

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

CERTIFICATE OF REPORTING

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

Company Name

Address

City

State

Zip Code

Signature of Official Completing this Report

Date

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

**BOARD OF REGENTS, STATE OF IOWA
TARGETED SMALL BUSINESS FORM**

PROJECT:

Bidder's Company Name

Area Code/Telephone

Address

City

State

Zip Code

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

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

(Use second sheet if needed.)

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

Date

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

NOTICE OF AWARD

Date:

Dear _____:

COLLEGE COURTS ROOF REPLACEMENT

You are hereby notified that the Board of Regents, State of Iowa has approved the award of contract to you for the above project in the amount of \$ _____ based upon your bid of _____ .
The contract sum is comprised of the base bid of \$ _____ and alternate(s) _____ .

Please submit a list of your subcontractors who will work on the project within 48 hours after receipt of this notice. A form for the list is enclosed for your convenience.

Two (2) copies of the Agreement between Contractor and Owner (two pages) and the Contract Performance and Payment Bond (two pages) are attached. When completed, return all copies of each document along with three (3) copies of your certificate of insurance to **Sharon Cordes, Facilities Planning, 2601 Campus Street, University of Northern Iowa, Cedar Falls, IA 50614-0530**. Each copy of the bond should be signed or countersigned by an Iowa resident agent and accompanied by a Power of Attorney. The completed agreement and bond must be in our hands within ten days after receipt of this notice.

A Project Contact List/Subcontractor List form is enclosed in order to provide you with the Iowa Construction Sales Tax Exemption Certificates. Please complete the form and return.

Also enclosed is a copy of the liability insurance requirements from the General and Special Conditions of the project manual for you to send to your insurance agent so that proper insurance coverage and the required certificate of insurance may be provided.

Upon receipt of these items, we will continue execution of the documents and return one completed copy to you for your file. At that time (or earlier if you wish) a preconstruction meeting will be arranged to review contract conditions, coordinate commencement of construction, and discuss project procedures. A detailed construction schedule and list of key on-site personnel with qualifications must be submitted to _____ of this office and the project consultant seven days prior to the preconstruction meeting. Please contact _____ and the consultant to arrange the meeting.

The contract time for the completion of the work is _____. The contract time begins on the working day next following receipt of this notice. Work at the site shall not commence until insurance certificates are on file.

Keep in mind that the Targeted Small Business (TSB) participation goal for this project is in the amount of _____%. You are encouraged to use TSBs as much as possible.

Notice of Award
Page 2

Enclosed is the TSB Final Payment Reporting Form. Final payment to you will be contingent upon receipt of the completed forms and any keys issued to you.

Please call if you have any questions.

Sincerely,

Doug Jensen
Associate Director, Facilities Operations

sc

Enclosures

C: Tom Schellhardt, UNI
Gary Shontz, UNI Controller
Morris Mikkelsen, UNI
John Mirchich, UNI

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

This AGREEMENT made the ____ day of _____ in the year Two Thousand and _____ BY AND BETWEEN _____ hereinafter called the Contractor, and the Board of Regents, State of Iowa, hereinafter called the Owner, on behalf of the University of Northern Iowa, Cedar Falls, Iowa.

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

Article 1. Scope of Work – The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Project Manual entitled: _____ prepared by _____ acting as and, in these Contract Documents entitled, the _____, and the Contractor shall do everything required by this Agreement, and the Contract Documents for the completion of the Contract.

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

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

BASE PROPOSAL	\$ _____
ALTERNATE NO. 1	\$ _____
ALTERNATE NO. 2	\$ _____
NET CONTRACT SUM	\$ _____

Article 4. Progress Payments – The Owner will make partial progress payments to the Contractor not more than once a month on the basis of a certified estimate of the work performed and material satisfactorily stored, the value of which is substantiated by vendors’ priced invoices, as set forth in the General Conditions of the Contract. Payments will be made without retention until ninety-five percent of the contract amount has been paid. The Owner will withhold the remaining five percent of the contract amount until final payment consistent with the provisions of Chapters 262 and 575 of the Code of Iowa.

Article 5. Acceptance and Final Payment – Final payment of the remaining portion of the contract will be released for processing thirty (30) days after fulfillment of all requirements of the Contract Documents and acceptance by the Board of Regents, State of Iowa, provided no claims have been filed against payments due the Contractor.

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

1. Advertisement for Bids
2. Instructions to Bidders
3. Addendum(a) number(s) _____
4. Form of Bid
5. Targeted Small Business Form
6. Notice of Award
7. Contract Performance and Payment Bond
8. General Conditions
9. Supplementary Conditions
10. Special Conditions
11. General Requirements (Division 1)
12. Technical Specifications
13. Drawing(s) numbered -- _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

Contractor

Countersigned:

Company Name

Signed By: _____

(Title)

(Type Name)

(Title)

Seal (if any)

BOARD OF REGENTS, STATE OF IOWA

By: _____
Facilities Planning
University of Northern Iowa

CONTRACT PERFORMANCE AND PAYMENT BOND FORM

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

The conditions of this obligation are such that whereas on the _____ day of _____, 20____ the said Principal entered into a written Agreement with Obligee for _____ located at Cedar Falls, Iowa as set forth in detail in the Advertisement for Bids, Instructions to Bidders, Accepted Bid, General, Special and/or Supplementary Conditions, Technical Specifications, Drawings, and other related Contract Documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

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

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

This obligation is made for the use of said Obligee and also for the use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement and may be sued on thereby in the name of said Obligee. The Principal and Surety on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the Principal or with subcontractors of all just claims due them for labor performed or material furnished in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the

portion of the contract price which the Obligee is required to retain until completion of the public improvement, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

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

- a. To any extension of time to the Contractor in which to perform the contract.
- b. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material or construction in non-compliance with the Contract Documents not discovered or known to the Obligee at the time such work was accepted.

IN TESTIMONY WHEREOF, The parties hereunto have caused the execution hereof in two (2) original counterparts as of the _____ day of _____ 20____.

(SEAL)

Attest:

PRINCIPAL: _____

Signed By: _____

Typed Name: _____

Title: _____

(SEAL)

Attest:

SURETY: _____

Signed By: _____

Print Name: _____

Title: _____

Mailing Address: _____

Telephone Number: _____

**APPROVED FOR THE
BOARD OF REGENTS, STATE OF IOWA**

Facilities Planning
University of Northern Iowa

SUBCONTRACTORS

**THIS FORM SHALL BE SUBMITTED BY
CONTRACTOR WITHIN 48 HOURS AFTER
RECEIPT OF NOTICE OF AWARD**

PROJECT: _____

ARCHITECT / ENGINEER: _____ **DATE:** _____

TO: _____ **FROM:** _____

University of Northern Iowa
Facilities Planning
2601 Campus Street
Cedar Falls, IA 50614-0530

The below-listed subcontractors will be employed on the above project.

WORK	FIRM	ADDRESS	PHONE	REPRESENTATIVE
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Signature

Print Name

Title

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

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ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

1.1.2 THE CONTRACT

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

1.1.3 THE WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

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

1.1.7 THE PROJECT MANUAL

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

1.1.8 THE DESIGN PROFESSIONAL

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

1.1.9 THE OWNER

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

1.1.10 THE CONTRACTOR

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

1.1.11 THE SUBCONTRACTOR

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

1.1.12 THE SUB-SUBCONTRACTOR

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

1.2 EXECUTION, CORRELATION AND INTENT

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

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be

performed and correlated personal observations with requirements of the Contract Documents.

- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- 1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- 1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

1.4 CAPITALIZATION

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

1.5 INTERPRETATION

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

ARTICLE 2 - OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.1.1 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project.

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

2.2 OWNER'S RIGHT TO STOP THE WORK

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

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 - CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 3.1.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.1.1 and shall at once report to the Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor

recognized such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

- 3.1.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner at once.
- 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.
- 3.1.4 Figured dimensions on the Plans shall be used in preference to scaling the Drawings. If Contractor scales Drawings, dimensions so obtained shall be the sole responsibility of the Contractor.
- 3.1.5 Where the Work of the Contractor is affected by finish dimensions of manufacturer's equipment, the finish dimensions shall be determined by the Contractor, who shall assume the responsibility for proper coordination.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instruction concerning these matters.
- 3.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- 3.2.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties performed in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.2.4 The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work.
- 3.2.5 The Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruptions as to allow the Owner time to adjust its operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the

responsibility for any resulting delays, additional costs, or other liabilities solely with the Contractor.

3.2.6 The Contractor shall forward all communications to the Owner through the Owner's Representative.

3.2.7 Prior to commencing the Work under the Contract, the Contractor shall contact all affected entities supplying utilities and arrange for the moving of such utility installations as is necessary for the performance of the Work. It shall be the responsibility of the Contractor to coordinate the Work with that of the affected entities in such a manner as to cause the least possible interference.

3.3 CONTRACTOR CONDUCT/SEXUAL HARASSMENT

3.3.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.3.2 The Owner will not tolerate sexual harassment. Sexual harassment is a form of sex discrimination as defined in the Code of Iowa and is illegal.

3.3.3 Sexual harassment is defined as unwelcomed advances, verbal or physical conduct of a sexual nature, or requests for sexual favors when submission to such behavior is made a condition or status of employment.

3.3.4 Sexual harassment between Contractor, Contractor's employees, Subcontractors and the Owner is prohibited and could result in the dismissal of the offending party from the Project.

3.4 LABOR AND MATERIALS

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

3.5 WARRANTY AND GUARANTEE

3.5.1 The Contractor warrants and represents to the Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All the Work not conforming to these standards including substitutions not authorized as provided elsewhere in the Contract Documents may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 The Warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

- 3.5.3 The Contractor shall guarantee all the Work performed and material and equipment furnished under the Contract for the period specified in the Contract Performance and Payment Bond unless a longer period is required elsewhere in the Contract Documents for certain portions of the Work, in which cases the longer period shall govern.
- 3.5.4 The Guarantee provided herein shall be in addition to and not in limitation of any other guarantee or remedy provided by law or by the Contract Documents.

3.6 TAXES

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

3.7 PERMITS, FEES AND NOTICES

- 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
- 3.7.2 All construction under this contract shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to and will take precedence over local government bodies' regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with other applicable local regulations. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
- 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and

regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs the Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.7.5 Building permits are not required on university property.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

.1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;

.2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, except when a sales tax exemption certificate has been provided as indicated in Paragraph 3.6.2, less applicable trade discounts;

.3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;

.4 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.9 PROJECT MANAGEMENT PERSONNEL

3.9.1 The Contractor shall employ a competent project manager, superintendent and necessary assistants. The superintendent shall be in attendance at the Project site during performance of the Work and shall represent the Contractor. Communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.9.2 The project manager and superintendent shall be approved by the Owner and, unless they cease to be in the employ of the Contractor, shall not be changed without prior consent of the Owner.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review is subject to the limitations of Subparagraph 4.1.5.
- 3.12.5 The Contractor shall review, approve and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. At the time of submission the Contractor shall identify in writing any deviation in the Shop Drawings, Product Data or Samples from the requirements of the Contract Documents.

- 3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved. Such Work shall be in accordance with approved submittals. Unapproved Shop Drawings shall not be permitted on the job site.
- 3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically identified in writing such deviation at the time of submittal and has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the approval thereof.
- 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals. The Contractor shall make any corrections required by the Owner and shall resubmit the required number of corrected copies of Shop Drawings, Product Data or new Samples until approved.
- 3.12.10 Informational submittals upon which responsive action is not expected to be taken may be so identified in the Contract Documents.
- 3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

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

3.14 CUTTING AND PATCHING

- 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall at all times keep the site of the Work and adjacent premises as free from materials, debris, rubbish and trash as practicable, and shall remove same from any portion of the site if, in the opinion of the Owner, such materials, debris, rubbish or trash constitute a nuisance or are objectionable in any way to the public. The Contractor shall be responsible for the removal of dirt accumulations or any other debris on campus roads and public streets and highways resulting from the Contractor's operations of the Work.

3.15.2 At the completion of the Work, the Contractor shall remove all materials, implements, barricades, equipment, staging, piling falsework, debris and rubbish connected with or caused by operations for such Work immediately upon the completion of that Work and shall leave the premises in perfect condition insofar as affected by the Work under the Contract. Fires for disposal of rubbish on the site are prohibited.

3.15.3 If the Contractor should fail to clean up the premises as required in Subparagraphs 3.15.1 and 3.15.2, the Owner after giving the Contractor forty-eight hours notice, may do so and charge the cost thereof to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Design Professional access to the Work in preparation and progress wherever located.

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

3.17 ROYALTIES AND PATENTS

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

3.18 INDEMNIFICATION

- 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its Design Professional, consultants, agents, and employees from and against all Claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, in the event that any such Claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any intentional act, negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in Paragraph 3.18.
- 3.18.2 In any and all Claims against the Owner and its consultants or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 3.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 3.18.3 The obligations of the Contractor under Paragraph 3.18 shall not extend to the liability of the Owner and its consultants, its agents or employees arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Contract Change Orders, designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, its agents or employees providing such giving or failure to give directions or instructions is the primary cause of the injury or damage.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ADMINISTRATION OF THE CONTRACT

- 4.1.1 The Owner will provide administration of the Contract as described in the Contract Documents. The Contractor shall forward all communications to the Owner through the Owner's Representative. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
- 4.1.2 The Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.2. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

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

4.2 DUTIES OF THE DESIGN PROFESSIONAL

- 4.2.1 The Design Professional will advise and consult with the Owner. The Design Professional will have authority to act on behalf of the Owner only to the extent provided herein. The duties, responsibilities and limitations of authority of the Design Professional during construction will not be modified or extended without the written consent of the Owner, the Contractor and the Design Professional.
- 4.2.2 The Design Professional will visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of these on-site observations, the Design Professional will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
- 4.2.3 The Design Professional will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Design

Professional be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Design Professional will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

- 4.2.4 Based on the Design Professional's observations and an evaluation of the Contractor's applications for payment, the Design Professional will recommend to the Owner the amounts owing to the Contractor and will issue certify payment supporting such amounts.
- 4.2.5 The Design Professional will interpret the Contract Documents and judge the performance thereunder by both the Owner and the Contractor as follows:
- .1 The Design Professional will render interpretations necessary for the proper execution or progress of the Work with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Design Professional for such interpretations.
 - .2 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Design Professional for recommendation which the Design Professional will render in writing within a reasonable time.
 - .3 All interpretations and recommendations of the Design Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of Drawings. In the Design Professional's interpretations and judgments, the Design Professional will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or judgment rendered in good faith.
 - .4 Any claim, dispute or other matter in question between the Contractor and the Owner referred to the Design Professional, except those which have been waived by the making or acceptance of final payment as provided in the Uniform General Conditions of the Contract, shall be subject to arbitration in accordance with the provisions of the Uniform General Conditions of the Contract.
- 4.2.6 The Design Professional will review Contractor's submittals such as Shop Drawings, Product Data and Samples. The Design Professional's action will be taken with reasonable promptness so as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the Design Professional's judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Professional's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.2, 3.5 and 3.12. The Design Professional's review

shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of any construction means, methods, techniques, sequences or procedures.

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

4.3 CLAIMS AND DISPUTES

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

4.4 ARBITRATION

- 4.4.1 Any questions raised about a decision of the Owner may be submitted to arbitration by mutual agreement of the parties to the Contract. Should the Owner fail to make a decision within a reasonable period, a request for arbitration may then be made as if the Owner's decision had been rendered against the party requesting arbitration. Any request for arbitration shall be in writing and shall be delivered to the Owner and any adverse party either by personal delivery or by registered mail addressed to the last known address of each within ten (10) days of receipt of the Owner's decision, and in no event after final payment has been made and accepted, subject, however, to any express stipulation to the contrary in the Contract Documents.
- 4.4.2 No request for arbitration of any claim, dispute, or other matter may be made until the earlier of (1) the date on which the Design Professional has rendered a written recommendation, or (2) the tenth day after the parties have presented their evidence to the Design Professional or have been given a reasonable opportunity to do so, if the Design Professional has not rendered a written recommendation by that date.
- 4.4.3 If the parties mutually agree to arbitration, the parties shall sign and acknowledge a written agreement specifying what demands are to be submitted to the arbitrators, and the arbitration proceeding shall be limited to such demands.
- 4.4.4 If the parties mutually agree, the arbitration may be carried out in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Otherwise, the following procedure shall be followed:
- .1 If the parties agree, there may be one arbitrator; otherwise there shall be three, one named in writing by each party to this Contract and the third chosen by these two arbitrators. If they fail to select a third within fifteen (15) days, then such arbitrator shall be chosen by the presiding officer of the state or county bar association nearest to the location of the Work. Should the party requesting arbitration fail to name an arbitrator within ten (10) days of its demand, its right to arbitration shall lapse. Should the other party fail to choose an arbitrator within the said ten (10) days then such presiding officer shall appoint such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte.
 - .2 No one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or the Work or who has any business or family relationship with the Owner, the Contractor, or the Owner's Representative. Each arbitrator selected shall be qualified by experience and knowledge of the Work involved in the matter to be submitted to arbitration.
 - .3 If there be one arbitrator, the award shall be binding; if three, the award of any two shall be binding and may be impeached only for fraud or mistake. Such award shall be a condition precedent to any right of legal action.
 - .4 The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem

proper for the time, expense and trouble incident to the arbitration and, if the arbitration was taken without reasonable cause, damages for delay.

- .5 If there is no provision in the arbitration agreement respecting costs and compensation of arbitrators, the arbitrators shall fix their own compensation, and shall assess the costs of the arbitration upon either or both parties.
- .6 The award of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award.

ARTICLE 5 - SUBCONTRACTORS

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

- 5.1.1 The Contractor shall furnish in writing to the Owner within forty-eight (48) hours after the award of the Contract, a list of the names of subcontractors who will work on the Project. The Contractor shall provide an Iowa Contractors registration number for all Subcontractors. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed Subcontractor. If a Subcontractor named by the Contractor on the list is replaced, or if the cost of work to be done by a Subcontractor is reduced, the Contractor shall advise the Owner of the name of the new Subcontractor or the amount of the reduced cost.
- 5.1.2 The Contractor shall not contract with a proposed Subcontractor to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 5.1.3 If the Owner refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirement of the Contract Documents, the Contractor shall promptly submit an acceptable substitute.
- 5.1.4 The Contractor shall not change a Subcontractor, previously selected, if the Owner makes reasonable objection to such change.

5.2 SUBCONTRACTUAL RELATIONS

- 5.2.1 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:
 - .1 preserve and protect the rights of the Owner under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
 - .2 require that such Work be performed in accordance with the requirements of the Contract Documents;

- .3 require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 9;
 - .4 require that all Claims for additional costs, extensions of time, damages for delays or other claims with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like Claims by the Contractor against the Owner;
 - .5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Article 11, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under the Special Conditions; and
 - .6 inform Subcontractors of their rights under Chapter 573, Code of Iowa; and
 - .7 obligate each Subcontractor to consent specifically to the provision of this Paragraph.
- 5.2.2 In accordance with Chapter 573 of the Code of Iowa, Contractor shall make prompt payments to Subcontractors for satisfactory performance of the Work.
- 5.2.3 The Owner shall have no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

- 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under

Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

- 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revision to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the contractor's construction and operations with theirs as required by the Contract Documents.
- 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects which may subsequently become apparent in such work by others.
- 6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
- 6.2.4 Should the Contractor cause damage to the Work or property of any separate contractor or be the cause of delay or failure to perform, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

- 6.2.5 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.
- 6.2.6 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.
- 6.2.7 The Contractor shall execute all Work in such manner and in such order, or procedure, as will permit the commencement and carrying on of the Work of the Owner and of other contractors with the least interference possible using a reasonable procedure whenever it is necessary or desirable to execute such Work either simultaneously with the Work under this Contract, or otherwise. To this end the Contractor shall cooperate with and assist the Owner and other contractors in every reasonable way, and shall interfere as little as possible with their Work. The Contractor shall move, free of charge, the Contractor's plant equipment and materials or any part of same, whenever the Owner shall consider it reasonable and necessary for the Work of the Owner or other contractors.
- 6.2.8 The Contractor shall be responsible for furnishing accurate information for and participating in the development of a realistic Project schedule.

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGES

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

7.2 CHANGE ORDERS

- 7.2.1 A Change Order is a written instrument signed by the Owner and Contractor, stating their agreement upon all of the following:
- .1 a change in the Work;
 - .2 the amount of the adjustment in the Contract Sum, if any; and
 - .3 the extent of the adjustment in the Contract Time, if any.
- 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.
- 7.2.3 The pricing of changes in the Work which result in an adjustment to the Contract Sum shall be limited to the Contractor's direct expenses plus the applicable percentage of overhead and profit as described below:
- .1 Net costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance. Labor costs shall be itemized to indicate trade, hourly rate, man hours, and total cost.
 - .2 Net costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed. Material costs shall be itemized to include unit cost, quantity, and total cost for each item.
 - .3 Net rental costs of machinery and equipment, exclusive of hand tools, used solely for the Change Order Work whether rented from the Contractor or others. Equipment costs shall be itemized to include equipment type, number of each, hourly rate, and total cost for each item.
 - .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes, except when a sales tax exemption certificate has been provided as indicated in Paragraph 3.6.2, related to the Work.
 - .5 Costs of supervision and field office personnel directly attributable to the change.
 - .6 Net cost of all work to be performed by the Contractor's Subcontractors. The direct expenses and overhead and profit percentages for work performed by Subcontractors is subject to the limitations and requirements specified herein for the Contractor. Subcontractor costs shall be appropriately itemized and the Contractor shall furnish Subcontractor quotations or itemization for all costs included.
 - .7 A percentage mark-up for overhead and profit subject to the following limits:
 - .1 Fifteen (15) percent maximum for Work directly performed by employees of the Contractor, Subcontractor, or Sub-Subcontractor.

- .2 Five (5) percent maximum for Work performed or passed through by a Subcontractor and passed through to the Owner by the Contractor.
 - .3 Five (5) percent maximum Subcontractor's mark-up for Work performed by a Sub-Subcontractor and passed through to the Owner by the Subcontractor and Contractor.
 - .4 The maximum allowable mark-up shall be twenty-five (25) percent passed through to the Owner by the Contractor under any circumstances.
- 7.2.4 The Contractor shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by the Contract for Construction, and shall not be entitled to additional reimbursement for its home office, other non-job site or indirect overhead expenses, or tools necessary for construction.
- 7.2.5 Any request for a time extension as a result of the Change Order must be justified and presented in adequate detail showing that the proposed change will delay the final Contract completion date.
- 7.2.6 If sales, consumer, use and similar taxes are incurred for material purchases for which there is a percentage for overhead and profit applied; they may not be applied to these charges.
- 7.2.7 The following definitions shall be used in establishing prices for Change Orders:
- .1 Direct expense is the Contractor's actual cost of any item that is easily defined as a required item for the completion of his Contract obligation.
 - .2 Overhead is a business expense created by the Project but not necessarily a direct part of that portion of the Work involved.
 - .3 Profit is the compensation accruing to the Contractor for the assumption of risk in a business enterprise.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.1 A Construction Change Directive is a written order signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 as provided in Subparagraph 7.3.6.
- 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:
- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
 - .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes, except when a sales tax exemption certificate has been provided as indicated in Paragraph 3.6.2, related to the Work; and
 - .5 costs of supervision and field office personnel directly attributable to the change.
- 7.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the

Contract Sum shall be actual net cost. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on a basis of net increase, if any, with respect to that change.

- 7.3.8 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 - TIME

8.1 DEFINITIONS

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

8.2 PROGRESS AND COMPLETION

- 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3 The Contractor shall notify the Owner of the date and time of commencement of operations on the site and proceed expeditiously with adequate forces and achieve Final Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Not more than once a month and as appropriate to the progress of the Work, the Contractor shall submit to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's rights to payment as the Owner may require. Applications for Payment shall be prepared on a form furnished by the Owner.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

- 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 9.3.3 The Contractor represents and warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, Claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a Claim by reason of having provided labor, materials and equipment relating to the Work.
- 9.3.4 If the Contractor has made Application for Payment as above, the Owner shall review the said Application with reasonable promptness and, if approved, payment shall be released to the Contractor. Applications which are not approved shall be returned to the Contractor for correction, accompanied by a written statement giving the reason(s) for such return.
- 9.3.5 Payments will be made without retention until ninety-five percent of the contract amount has been paid. The Owner will withhold the remaining five percent of the contract amount until final payment consistent with the provisions of Chapters 262 and 573 of the Code of Iowa.

9.4 DECISIONS TO WITHHOLD PAYMENT

- 9.4.1 The Owner may decline to approve an Application for Payment and may withhold payment in whole or in part, to the extent necessary to reasonably protect the Owner. The Owner may also decline to approve any Applications for Payment or, because of subsequent discovered evidence or subsequent inspections, the Owner may nullify the whole or any part of any payment previously issued, to such extent as may be necessary to protect the Owner from loss because of:
- .1 defective Work not remedied;
 - .2 third party Claims filed pursuant to Chapter 573 of the Code of Iowa;
 - .3 failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

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

9.5 PROGRESS PAYMENTS

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

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

9.5.3 The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner on account of portions of the Work done by such Subcontractor.

9.5.4 The Owner shall not have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.5.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.5.2, 9.5.3 and 9.5.4.

9.5.6 A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of the Work not in accordance with the Contract Documents.

9.6 SUBSTANTIAL COMPLETION

9.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit a comprehensive list of items to be completed or corrected and the date each item will be completed. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility

of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Owner or Design Professional will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification. The Contractor shall then submit a request for another inspection to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Owner or Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

- 9.6.3 At any time after all or part of the Work is substantially completed in accordance with paragraph 9.6.1 above, the Contractor may request the release of all or part of the retainage owed. Such request shall be accompanied by a waiver of claim rights under the provisions of Chapter 573, Code of Iowa, from any person, firm, or corporation who has, under contract with the principal Contractor or with subcontractors performed labor, or furnished materials, service, or transportation in the construction of that portion of the Work for which release of the retainage is requested.
- 9.6.4 Upon receipt of the request, the Owner may release all or part of the unpaid funds. If at any time of the request for the retainage there are remaining or incomplete minor items, an amount equal to two hundred percent (200%) of the value of each remaining or incomplete item may be withheld until such item or items are completed. An itemization of the remaining or incomplete items, or the reason that the request for release of the retainage was denied, shall be provided to the Contractor in writing within thirty calendar days of the receipt of the request for release of retainage.
- 9.6.5 Retainage that is approved as payable shall be included on the next Application For Payment from the Contractor.

9.7 PARTIAL OCCUPANCY OR USE

- 9.7.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided under Subparagraph 9.6.2. Consent of the Contractor to partial

occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.

9.7.2 Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.7.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.

9.8 PROJECT COMPLETION

9.8.1 The Design Professional and Owner will conduct two on-site observations to establish that the project or portion of the project is complete. The first observation will be scheduled when the Contractor completes all requirements for the project to be considered to be Substantially Complete in accordance with Paragraph 9.6.

9.8.2 If a second on-site observation finds that the list of items is not successfully completed, the Owner reserves the right to complete the remaining items on the list without further notice to the Contractor or their Surety and charge the Contractor for all costs incurred.

9.8.3 Costs for additional on-site observations required due to; failure to complete the list of items, failure to be substantially complete when requesting the initial on-site observation, or any other reason that requires additional observations by any of the Design Professionals will be the Contractor's responsibility.

9.9 ACCEPTANCE AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Work is found acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a Notice of Acceptance. Such notice will establish the date of Final Completion upon which the Contract is accepted as complete and upon which all remaining guarantees and warranties under the Contract shall commence. Such notice shall also establish the commencement of the thirty-day period during which final payment of the balance due under the Contract must be retained by the Owner under Iowa law and per provisions of this Agreement.

9.9.2 If at the end of the thirty-day period referred to in Subparagraph 9.9.1 Claims are on file with the Owner, the Owner shall withhold a sum equal to double the total amount of claims on file or retainage not yet released, whichever is less, until such Claims are released or otherwise adjudicated.

9.9.3 Final payment shall not be made until Contractor has complied in full with the requirements of Paragraph 3.6 of these General Conditions.

9.9.4 Final payment shall not be made until Contractor has furnished to the Owner Targeted Small Business Final Payment Reporting Form(s).

- 9.9.5 The making of final payment shall constitute a waiver of all Claims by the Owner except those arising from:
- .1 unsettled Claims,
 - .2 faulty or defective Work, appearing after the Final Acceptance,
 - .3 failure of the Work to comply with the requirements of the Contract Documents, or
 - .4 terms of any special guarantees, representations and warranties required by the Contract Documents.
- 9.9.6 The acceptance by the Contractor of final payment less retainage as specified in Subparagraph 9.9.2 shall constitute a waiver of all Claims except those previously made in writing and still unsettled.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 IOWA HAZARDOUS CHEMICAL RISKS RIGHT TO KNOW LAW

10.2.1 Owner's Responsibility

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

10.2.2 Contractor's Responsibility

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

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

10.3 SAFETY OF PERSONS AND PROPERTY

10.3.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work site and other persons who may be affected by the Work;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.3.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.3.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities.

10.3.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.3.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.3.1.2 and 10.3.1.3 caused in whole or in part by the Contractor, any Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

10.3.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

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

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

10.4 EMERGENCIES

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

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by standard personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
 - .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Special Conditions of the Contract Documents or required by law, whichever coverage is greater. Coverages, shall be written on an occurrence basis, and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment; except that products and completed operations coverage must be maintained for a minimum of two years after final payment.
- 11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, the Contractor shall renew policies which expire during the period of required coverage and, prior to each renewal date, shall notify the Owner of such renewal.
- 11.1.4 The Contractor shall either (1) require each Subcontractor to procure and to maintain, for the period of time required in 11.1.2, Subcontractor's Liability Insurance of the type and in the same amounts as specified above or (2) insure the activities of Subcontractors in the Contractor's own policy.
- 11.1.5 Each and every policy for Liability Insurance, carried by each Contractor and Subcontractor as required above shall include a Contractual Liability coverage endorsement.
- 11.1.6 Contractor shall renew policies which expire during the course of construction and, prior to each renewal date, notify the Owner of such renewal.

11.2 BUILDER'S RISK PROPERTY INSURANCE

- 11.2.1 Unless specified otherwise in the Special Conditions, the Owner shall purchase and maintain Builder's Risk Property Insurance in an amount equal to the construction cost, less normal insurance exclusions. Such insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity, other than the Owner, has an insurable interest in the property required by this Paragraph 11.2 to be covered, whichever is earlier. The Owner shall be the named insured on such policy.
- 11.2.2 Builder's Risk Property Insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar

items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may wish to have on such construction equipment.

11.2.3 The Contractor shall pay the deductible for each Claim made against the Owners' Builder's Risk policy.

11.3 PERFORMANCE AND PAYMENT BOND

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

11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.3.3 If Contractor is a Targeted Small Business, the Contractor may be eligible to receive a waiver of the performance, payment, or bid bond requirements pursuant to the provisions of the Iowa Satisfaction and Performance Bond Program, Chapter 12, of the Code of Iowa, as amended by 1992 Iowa Acts. Certification of eligibility to participate in the Iowa Satisfaction and Performance Bond Program is determined by the Department of Inspections and Appeals.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for the Owner's observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Contractor shall reach settlement for payment of such costs as provided in Subparagraph 6.2.4.

12.2 CORRECTION OF WORK

- 12.2.1 The Contractor shall promptly correct Work rejected by the Owner or Design Professional or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's services and expenses made necessary thereby.
- 12.2.2 If, within one (1) year after the date of Notice of Acceptance of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- 12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.3. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Owner's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 12.2.6 Nothing contained in Paragraph 12.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one (1) year after the date of Notice of Acceptance or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be

commenced to establish the Contractor's liability with respect to the Contractor's obligations other than to specifically correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.2 SUCCESSORS AND ASSIGNS

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

13.3 WRITTEN NOTICE

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

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

- 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.
- 13.5.2 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Owner will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.
- 13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply (1) with requirements established by the Contract Documents or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and shall compensate the Owner's services and expenses.
- 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- 13.5.5 Neither the observations of the Owner in its administration of the Construction Contract nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

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

13.7 MANUFACTURER'S DIRECTIONS

- 13.7.1 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary.

13.7.2 Any additional costs incurred as a result of this requirement shall be borne by Contractor.

13.8 CODE OF FAIR PRACTICES

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

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age or physical or mental disability, or status as a U.S. veteran. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, physical or mental disability, or status as a U.S. veteran except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Board of Regents, State of Iowa setting forth provisions of this nondiscrimination clause.
- .2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age, physical or mental disability, or status as a U.S. veteran except where it relates to a bona fide occupational qualification.
- .3 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- .4 The Contractor will comply with all relevant provisions of state and federal laws and regulations, and all provisions relevant to fair application of the rules and regulations of the Board of Regents, State of Iowa and of its institutions. The Contractor will furnish all information and reports requested by the Board of Regents, State of Iowa or its institutions or required by or pursuant to the rules and regulations thereof and will also permit access to its payroll and employment records by the Board of Regents, State of Iowa or its institutional representatives for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.
- .5 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the Board of Regents, State of Iowa. In addition, the Board of Regents, State of Iowa or its institutions may take such further action, and such other sanctions

may be imposed and remedies invoked, as provided by the Code of Iowa, as heretofore and hereafter amended, or by the rules and regulations of the Board of Regents, State of Iowa or its institutions or as otherwise provided by law.

- .6 The Contractor will include the provisions of Paragraph 13.8.1.1 through 13.8.1.5 hereof in every subcontract and purchase order unless specifically exempted by approval of the Board of Regents, State of Iowa, in accordance with the rules and regulations of said Board, so that such provisions will be binding on each Subcontractor and vendor. The Contractor will take such action with respect to any Subcontractor or purchase order as the Board of Regents, State of Iowa or its institutions or the authorized representative thereof, may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation by a Subcontractor or vendor as a result of such direction by the Board of Regents, State of Iowa or its institutions, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

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

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

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

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

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

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

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

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

- .2 that an equitable adjustment is made or denied under another provision of this Contract.

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

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

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END OF SECTION

SUPPLEMENTARY CONDITIONS

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

SUPPLEMENTARY CONDITIONS

ARTICLE 1 - OWNER'S REPRESENTATIVE

1.1 DEFINITIONS

- 1.1.1 The Owner's Representative shall be the Facilities Planning Director, University of Northern Iowa, Cedar Falls, Iowa 50614-0530 or designated representative.

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

- A. The Design Professional
- B. The Owner's Construction Representative

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

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

1.2 DUTIES OF THE OWNER'S REPRESENTATIVE

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

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

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

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

1.3 DUTIES OF THE OWNER'S CONSTRUCTION REPRESENTATIVE

- 1.3.1 The Owner's Construction Representative (OCR) shall act as liaison between the Contractor and the Owner's Representative.

- 1.3.2 The O.C.R. shall observe the progress of the Work and determine if the Work is proceeding in accordance with the Contract Documents.

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

- 1.3.4 The O.C.R. may authorize minor changes in the Work which do not involve a change in contract price and which do not affect compliance with the Contract Documents.

- 1.3.5 The O.C.R. shall assist in coordinating the Contractor's operations with those of the Owner. The Owner's Construction Representative, however, shall not perform any duties for the Contractor.
- 1.3.6 The O.C.R. shall observe the work on behalf of the Owner, and will provide general assistance during construction insofar as proper interpretation of the Contract requirements is affected.
- 1.3.7 The O.C.R. shall not be responsible for the acts of omissions of the Contractor's superintendent or other employees.
- 1.3.8 All materials used and all completed work by the Contractor shall be subject at all times to the observation, test, and approval of the O.C.R. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the O.C.R. and shall furnish any materials or equipment which he proposes to use.
- 1.3.9 The construction, fabrication, and manufacture of any equipment of materials specified herein may be inspected by the O.C.R. at the plant or factory and the O.C.R. shall have free access to make such inspection.
- 1.3.10 Any materials, equipment, or work which do not satisfactorily meet the Specifications may be rejected by the O.C.R. by giving a written notice to the Contractor. All rejected materials, equipment, or work shall be promptly taken out and replaced by the Contractor at no additional cost to the Owner.
- 1.3.11 Any defective material, equipment, or work may be rejected by the O.C.R. at any time prior to final acceptance by the Owner, even though said defective items may have been previously overlooked.

ARTICLE 2 - SCHEDULE OF VALUES

2.0 REFERENCE

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

ARTICLE 3 - CONSTRUCTION SCHEDULE

3.0 REFERENCE

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

3.1 SCHEDULE

- 3.1.1 The Contractor's construction schedules shall be in the standard bar chart or the basic CPM type as determined by the Owner's Representative.
- 3.1.2 The initial schedule shall be submitted to the Owner and DP prior to 1st payment.
- 3.1.3 The contractor shall prepare the construction schedule with separate divisions for each major portion of the Work or operations for the purpose of scheduling, coordinating and monitoring work under this contract (including all activities of

subcontractors, equipment vendors and suppliers). The construction schedule shall include and properly coordinate dates for performance of all divisions of the work, including completion of off-site requirements and tasks, so that the work can be completed in a timely and orderly fashion consistent with the required substantial completion date, completion date, and other milestone dates included in the Contract Documents.

- 3.1.4 The estimated start date, duration time, and finish date and the actual start date, duration time, and finish date shall be indicated for each item defined in the schedule of values. Interdependent activities shall be suitably linked to indicate proper sequencing and the critical path shall be clearly denoted.
- 3.1.5 The Contractor shall review the Construction Schedule not less frequently than every thirty days and indicate actual site progress and conditions along side the original projection, and coordinate with the submittal schedule, progress reports, payment requests and other schedules. The initial schedule shall be maintained as a baseline reference throughout the project.
- 3.1.6 When the Work is divided between two or more contractors, the construction schedule shall be prepared and subsequently reviewed and corrected by the cooperative effort of the contractors.
- 3.1.7 The schedule shall be printed in color and submitted to the Owner and Design Professional on a sheet, or series of sheets, of sufficient width to show data for the entire construction period. A minimum of three copies shall be provided to the Owner.

ARTICLE 4 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.0 REFERENCE

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

ARTICLE 5 – USE OF SITE

5.0 REFERENCE

Reference General Conditions and Division 1-General Requirements.

5.1 CONSTRUCTION PHASE PROCEDURES

5.1.1 Procedures for the contractor are further explained in the Owner's "Construction Phase Procedures – Contractor's Manual" dated 4/06. This manual can be viewed at www.vpaf.uni.edu/fs. The Manual is a reference guide for the contractor's use throughout the construction phase. Standard documents (i.e. Application for Payment, Proposal Request (PR), Construction Change Directives (CCD), etc.) are included. The contractor shall become familiar with the procedures and abide by same.

5.2 SITE SIGNAGE

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

5.3 SALVAGE MATERIALS

- 5.3.1 Salvage materials as listed in Section 01010 of the General Requirements shall be delivered to Owner's on-campus storage.
- 5.3.2 Remaining materials salvaged by the Contractor shall become the property of the contractor and shall be promptly removed from the site.
- 5.3.3 Salvage materials which become the property of the contractor shall not be sold upon the Owner's property. Such materials shall be removed from the site for disposal.

ARTICLE 6 – APPLICATIONS FOR PAYMENT

6.0 REFERENCE

Reference General Conditions Article 9, Subparagraph 9.3 – Applications for Payment.

6.1 COPIES

- 6.1.1 Four (4) copies of the application for payment shall be submitted to the DP and one (1) copy to the Owner simultaneously.

6.2 PAYMENT

- 6.2.1 Progress payments shall be paid to the Contractor for portions of the work approved as payable by the project Design Professional within thirty (30) days after receipt of the approved application by the Owner.
- 6.2.2 The Contractor will be required to provide a copy of a Targeted Small Business Certification of Payment Form indicating payments and contract activity for Business with the Pay Request.
- 6.2.3 No payment will be made for materials stored unless 1) the storage facilities have been previously approved by the Owner, and 2) the Contractor has provided an insurance certificate, for off site storage, listing UNI as loss payee and written statement giving UNI ownership without possession of control of the item(s).

ARTICLE 7 – COPIES OF PROJECT MANUAL AND DRAWINGS

7.0 REFERENCE

Reference General Conditions Article 2, Paragraph 2.1, Subparagraph 2.1.4.

7.1 COPIES OF PROJECT MANUAL AND DRAWINGS

- 7.1.1 Construction Set Documents are the Project Manual and Drawings with the addendum(a) incorporated within the documents. Five copies of the Construction Set Documents will be made available to the Contractor without cost. Additional copies of the Construction Set Documents can be acquired upon request for a fee of \$50.00/set.
- 7.1.2 Copies of the Project Manual and Drawings with loose addendum(a) (not incorporated within) will be made available upon request at no cost. Cost of reproduction and handling will be borne by the Contractor if number exceeds what is available.

ARTICLE 8 – PROJECT CLOSEOUT AND WARRANTY

8.0 REFERENCE

Reference General Conditions Article 9, Paragraph 9.7, Subparagraph 9.7.1.

8.1 WARRANTY AND GUARANTEE

- 8.1.1 The Contractor shall provide a one year warranty and guarantee for all work performed and material and equipment furnished under the Contract and any others as required by the Technical Specifications.
- 8.1.2 When work is required that is covered by the project warranty, the Contractor will be notified by the University. The Contractor shall proceed promptly to take action as required. Work schedule and access shall be coordinated with the Owner's Representative. The Contractor shall notify the Owner's Representative in writing when the work has been completed.
- 8.1.3 Post-Occupancy Inspection: The Design Professional will accompany the Owner's Representative or their authorized representatives on a post-occupancy and warranty review prior to the expiration of the warranty period. Any items requiring correction under the project warranty will be transmitted to the Contractor for action.

8.2 FINAL PAYMENT/RETURN KEYS

- 8.2.1 Final payment will be made as outlined in Article 9 of the General Conditions and upon return of all keys.

ARTICLE 9 – SAFETY AND HEALTH

9.0 REFERENCE

Reference General Conditions Article 10 and Division 1-General Requirements.

9.1 ASBESTOS/PCB

- 9.1.1 Asbestos and PCB removal are not included in this Project. If suspect material is encountered, the OCR shall be immediately notified for testing and subsequent

removal. A survey was conducted for the Owner and a copy of the survey is available from the OCR.

9.2 LEAD

9.2.1 Lead abatement is not included in this Project. There may be some incidental lead on items to be demolished, if so the Contractor shall be responsible for the removal in accordance with applicable local, state and federal laws.

9.3 SAFETY OF PERSONS & PROPERTY

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

9.4 LOCK OUT/TAG OUT

9.4.1 In situations where the Owner's equipment must have lock out/tag out to ensure the safety of the contractor's personnel, the lock out/tag out shall be performed in accordance with established IOSH regulations and University of Northern Iowa procedures.

9.4.2 The lock out/tag out of any equipment shall be coordinated with the affected maintenance personnel.

9.4.3 The Contractor shall not remove any University of Northern Iowa lock out/tag out device without written authorization from the person(s) who installed the lock out/tag out device.

SPECIAL CONDITIONS

TABLE OF ARTICLES

1. CERTIFIED IOWA TARGETED SMALL
BUSINESS PARTICIPATION GOAL
2. INSURANCE REQUIREMENTS
3. PROGRESS AND COMPLETION

SPECIAL CONDITIONS

ARTICLE 1 - CERTIFIED IOWA TARGETED SMALL BUSINESS PARTICIPATION GOAL

1.0 REFERENCE

1.0.1 Reference Supplementary Conditions, Article 2.

1.1 PARTICIPATION GOAL

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

ARTICLE 2 - INSURANCE REQUIREMENTS

2.0 REFERENCE

2.0.1 Reference General Conditions, Article 11, Paragraphs 11.1 and 11.2.

2.1 LIMITS OF LIABILITY

The Contractor shall take out and maintain throughout construction period, insurance on an occurrence basis in the following minimum requirements.

2.1.1 Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under the Contract.

2.1.2 The Contractor's Comprehensive General Liability Insurance and Automobile Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000.00) on account of any one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00).

2.2 CERTIFICATES

2.2.1 The Contractor shall furnish to the Owner two (2) copies of the Certificate of Insurance.

2.3 OWNER'S BUILDER'S RISK POLICY

2.3.1 The property insurance policy shall be purchased by the Contractor.

2.3.2 The insurance policy purchased may be in the form of a builder's risk policy or an installation floater, whichever is appropriate for the project, in an amount equal to the construction cost.

ARTICLE 3– PROGRESS AND COMPLETION

3.0 REFERENCE

3.0.1 Reference General Conditions, Article 8, Paragraph 8.2.

3.1 CONTRACT TIME

3.1.1 Actual on-site construction must be complete by April 30, 2010.

3.2 FAILURE TO COMPLETE CONTRACT WITHIN CONTRACT TIME

3.2.1 If the contractor fails to complete the work within the Contract Time, or any extension thereof, the Contractor shall be responsible for all costs incidental to the completion of the work. Such costs shall include additional architectural and/or engineering consultant fees incurred by the Owner due to the Contractor's failure to complete the work as specified.

3.2.2 Consultant fees follow:

Design Professional	<u>\$90.00</u> /hour
Inspector	<u>\$80.00</u> /hour
Clerical	<u>\$25.00</u> /hour

An average eight-hour day shall not exceed \$500.00. Costs will vary depending on personnel classification and number of hours involved each day the contract is not complete.