**PROJECT REQUIREMENTS**

**INFORMAL BID**

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**1. DEFINITIONS**

a. The term “Contractor” and “Constructor” are used interchangeably throughout the Contract Documents.

* 1. “Indicated” refers to graphic representations, notes or schedules on the Drawings, or other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Where terms such as “shown”, “noted”, “scheduled” and “specified” are used, it is to help locate the reference; no limitation is intended except as specifically noted.

c. The term “furnish” is used to mean “supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and similar operations.”

d. The term “install” is used to describe operations at the project site, including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.”

e. The term “provide” means “to furnish and install, complete and ready for the intended use.”

f. Abbreviations for building names used throughout this document: **[Edit item “e” or omit as necessary]**

BSB: Bowen Science Building.

CBRB: Carver Biomedical Research Building.

EMRB: Eckstein Medical Research Building.

MERF: Medical Education and Biomedical Research Building.

PBDB: Pappajohn Biomedical Discovery Building.

**2. MODIFICATIONS TO INSTRUCTIONS TO BIDDERS**

1. Instructions to Bidders

1) Reference: Instructions to Bidders, Article 2 **[Include 2.2 on all projects. Include 2.2.1 and 2.2.2 on all UIHC projects.]**

Insert new Article 2.2:

2.2 All pre-bid inspections of work areas shall only be permitted after the pre-bid conference. **All bidders are strongly encouraged to attend – only one (1) site tour will be conducted for UIHC projects.** **[Insert as recommended by the Project Manager, use (319) 335-5500]**.

2.2.1 All interested bidders must be escorted by the Owner while touring the project site (for all UIHC projects).

2.2.2 HIPPA requires that each site tour participant sign a confidentiality agreement. Owner to distribute for participant review and signature immediately prior to site tour.

2) Reference: Instructions to Bidders, Article 9 **[Include ONLY on projects that have a critical timeframe where award of contract cannot afford to be held up by a potential conflict of interest vendor issue.]**

Insert new Article 9.6 to read as follows:

All Bidders shall have a previously established University of Iowa vendor identification number from the University’s Purchasing Department. The vendor application form may be found at <http://www.uiowa.edu/purchasing/Shared/docs/UIVAF.pdf>

3) Reference: Instructions to Bidders, Article 12. **[No substitution requests shall be considered after bid opening unless all products listed are not available.]**

Insert new Article 12.3, 12.4 and 12.5 to read as follows:

12.3 Substitutions of the materials and equipment described in the Contract Documents will be considered during the bidding period upon receipt of a written request to Design Professional for approval at least **ten (10) calendar days** prior to the date set for receipt of bids. **[PM shall provide direction as to the number of calendar days – no less than 7 days and no more than 14 days.]**

12.4 If the Design Professional approves any proposed substitutions, such approval shall not be considered official until it is set forth in an addendum. Bidders are cautioned to refrain from including any substitutions in their bid which are not confirmed by written addendum.

12.5 Requests for substitutions shall be made on form 00 43 25 ("SUBSTITUTION REQUEST FORM") by the requesting bidder. Submit a separate Substitution Request Form for each proposed substitution. Verbal or written requests without the completed Substitution Request Form will NOT be considered.

**3. SUMMARY OF WORK**

1. Project Location:Work shall be performed under this Contract on the campus of the University of Iowa at **[Insert campus name, building name and street address or general location]**.
2. The Constructor shall furnish all labor, materials, tools, equipment necessary for, and incidental to, construction of this project as indicated on Drawings dated **[Enter Date]**.
3. Work shall include everything requisite and necessary to finish work properly, notwithstanding that every item of labor or materials or accessories required to make project complete may not be specifically mentioned.
4. General Description of Work:
5. Project consists of **[Insert brief project description for each; Architectural, Civil, Structural, Mechanical, Electrical, etc.]**.
6. Alternates: **[Omit if not used – No more than 4 Additive Alternates should be included unless approved by the Associate Director and a separate Alternates specification section is NOT to be used.]**

Alternate 1: **[Insert brief description]**

Alternate 2: **[Insert brief description]**

1. Allowances: **[Omit if not used – Edit as necessary and remember to INCLUDE language as needed to support different types of allowances and NO sole source justifications without approval from the Director.]**

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

1. Work by Owner:

**[Insert description if applicable or “None” if not applicable. Obtain approval from the Associate Director for any Owner furnished material/equipment to be Constructor installed.]**

1. Work Sequence:

**[Use only if applicable to project. Examples follow.]**

1. Constructor shall complete all work identified in Phase 1 by **[Enter date MM/DD/YY or # of calendar days from the receipt of the Notice of Award]**.
2. Constructor shall complete all work identified in Phase 2 by **[Enter date MM/DD/YY or # of calendar days from the receipt of the Notice of Award]**.
3. A substantial completion certificate will be issued for each Phase as completed to the satisfaction of the Owner and Design Professional.

g. Constructor Supervision

Constructor shall be represented by a competent full-time Superintendent with no other assigned duties or responsibilities from the commencement of Work until the project achieves substantial completion.  The Superintendent for the Constructor shall exercise general supervision over all subcontractors of any tier and shall have decision-making authority of the Constructor.

Constructor shall provide its on-site Superintendent and Project Manager with handheld cellular phones / devices.  Numbers for each phone / device shall be included on the Subcontractor List and made available during the Pre-construction Meeting.

Constructor shall provide after-hours emergency service contact number if different from the on-site Superintendent or Project Manager.

**[Edit these sentences as necessary.]**

The Constructor’s Project Manager shall be represented on site with no other assigned duties or responsibilities from the commencement of Work until the project achieves substantial completion.

The Constructor’s Project Manager and/or Superintendent shall have demonstrated success in completing at least one (1) project of similar type, complexity and size, and shall provide upon request references from such project(s).

**4. TIME**

[Write contract periods in terms of calendar days in words and (numbers) below. Paragraph text must be identical to paragraphs in Bid for Lump Sum Contract. Specific Dates may be used only if approved by Associate Director. If dates are used, use only dates. Do not mix calendar days and dates.]

* + 1. Substantial Completion and Final Completion:

The Contract Time begins on the day the Constructor receives the Notice of Award, unsigned Form of Agreement, Performance Bond and Payment Bond, and Subcontractor List Form. Bidder agrees to Substantially Complete project Work within **\_\_\_\_ (\_\_\_) calendar days** from the receipt of the Notice of Award and shall have no more than **thirty (30) days** to complete all items on the Punch List and achieve Final Completion.

1. Commencement:

The Constructor agrees to commence work on this project after the “Notice to Proceed” is issued by the Owner. The “Notice to Proceed” will be issued after the Owner receives properly prepared and executed Contract Documents listed in paragraph 4. Item a. above, and the Contract required insurance certificates.

1. Special Scheduling Requirements: **[used if applicable to the specific project. Examples follow.]**
2. Constructor shall perform all work in the designated areas between **[MM/DD/YY]** and **[MM/DD/YY].**
3. Constructor shall perform all work in the designated areas outside of regular working hours, which are **[H:MM]** a.m. to **[H:MM]** p.m., Monday through Friday.
4. Constructor may not commence work in the designated areas until [**MM/DD/YY].**
5. Constructor shall not commence work in the project areas of existing buildings until after long lead-time materials are delivered to the job site. These lead-times will include shop drawing/submittal preparation and review, fabrication and shipping. This scheduling restriction is used to minimize the duration of disruption caused by construction activity to Owner-occupied areas that surround the project work areas.
6. Constructor shall coordinate installation of **\_\_\_\_\_\_\_** by a separate contract.

**[Consider the following for UIHC projects.]**

1. When working in or near inpatient units or similar functions occupied continuously, disruptive work shall be grouped into small blocks of time and shall not take place earlier than 9:00 a.m., during the “Quiet Time”, or after 5:00 p.m. Constructor shall conduct work in a way that mitigates noise and vibration, such as by core drilling anchors in lieu of using a hammer drill, and by saw cutting concrete into manageable pieces in lieu of using a jackhammer.
2. All inpatient units have a set “Quiet Time” which is from 12:30 pm to 2:00 pm (1230 hours to 1400 hours). The established Quiet Time shall be accommodated. Coordinate any noisy, disruptive work that will affect inpatient units with the Owner’s Representative.
3. Liquidated Damages: **[Use liquidated damages paragraphs below as recommended by the Project Manager and approved by the Associate Director. Write dollar amount in words and (numbers). (If LDs are included you must have a bid alternate on the bid form per BOR policy.)]**
4. SUBSTANTIAL COMPLETION. The Owner and the Constructor agree that this Agreement **[shall / shall not]** provide for the imposition of liquidated damages based on the Date of Substantial Completion.

**[Delete this paragraph if you choose “shall not” above.]** The Constructor understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Constructor agrees that if the Date of Substantial Completion is not attained, the Constructor shall pay the Owner \_\_\_\_\_\_\_\_\_ dollars ($\_\_\_) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion. The Owner will deduct and retain out of moneys which may become due hereunder to the Constructor, the amount of such liquidated damages. If the amount due to the Constructor is less than the amount of the liquidated damages suffered by the Owner, the Constructor shall pay the difference upon demand by the Owner. Damages for the following are specifically excluded from this provision:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. FINAL COMPLETION. The Owner and the Constructor agree that this Agreement **[shall / shall not]** provide for the imposition of liquidated damages based on the Date of Final Completion.

**[Delete this paragraph if you choose “shall not” above.]** The Constructor understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Constructor agrees that if the Date of Final Completion is not attained, the Constructor shall pay the Owner \_\_\_\_\_\_\_\_\_\_ dollars ($ \_\_\_\_) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion. The Owner will deduct and retain out of moneys which may become due hereunder to the Constructor, the amount of such liquidated damages. If the amount due to the Constructor is less than the amount of the liquidated damages suffered by the Owner, the Constructor shall pay the difference upon demand by the Owner. Damages for the following are specifically excluded from this provision:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Limited Mutual Waiver of Consequential Damages:
2. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Except for damages mutually agreed upon by the Parties as liquidated damages in section 4. item d. and excluding losses covered by insurance required by the Contract Documents, the Owner and the Constructor agree to waive all claims against each other for any consequential damages that may arise out of or relate to the Agreement, except for those specific items of damages excluded from this waiver and identified below. The Owner agrees to waive damages, including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. The Owner does not waive direct damages. The Constructor agrees to waive damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The Constructor does not waive direct damages. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are specifically excluded from this waiver: **[edit the following as applicable based on if you keep LDs or not.]**

* additional Owner’s Design Professional and Professional Consultant services
* additional Owner project administration costs
* extended Builders Risk insurance premiums
* increases in project utility consumption costs
* cost of replacement or temporary facilities
* increased costs associated with Owner furnished furniture and equipment
* *other items –e.g. ticket revenue, food service revenue, lost student fees, lost parking revenue etc. when not liquidated*.

1. The Owner and the Constructor shall require similar waivers in contracts with Subcontractors and others retained for the Project.
2. Award Incentive:
3. AWARD INCENTIVE. The maximum amount of incentive shall be \_\_\_\_\_\_\_\_\_\_. To receive an incentive award based upon early completion, the Constructor must provide the Owner a written notice of its intent to achieve completion early no later than 60 days prior to the contract date of Substantial Completion. If achieved, the Contract Price shall be adjusted by Change Order to reflect the Constructor's incentive award. Incentive award payment will be made upon receipt of a proper application for final payment after execution of that Change Order.

**5. INDEMNITY, INSURANCE AND BONDS**

a. Insurance

1) Each Prime Constructor shall take out insurance policies throughout the construction period as per the following minimum requirements:

i Workers Compensation and Employer’s Liability: Coverage A – State of Iowa Statutory Benefits. Coverage B - $500,000 each accident; $500,000 disease each employee, and $500,000 disease policy limit. Workers Compensation Policy shall include a waiver of subrogation in favor of the University of Iowa, the Board of Regents, State of Iowa; and, the State of Iowa.

ii. Commercial General Liability insurance covering all operations under the Contract; limits of not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate.

iii. Automobile liability insurance on vehicles used in connection with the Contract, whether owned, non-owned, hired or borrowed in limits of not less than $1,000,000 for each accident.

iv. Umbrella liability insurance with limits of not less than **$5,000,000** which shall apply to all underlying and primary liability coverage required by this contract. **[Update amount as approved by Risk Management.]**

v. Constructor’s liability insurance shall be primary above and over all other liability insurance of the Owner. The Constructor and the Constructor’s insurers shall waive all rights of subrogation and recovery against the Owner for any loss paid on behalf of the Constructor. The Owner and Constructor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by builder’s risk property insurance obtained pursuant to this contract or other property insurance applicable to the project.

vi. All policies in force in conjunction with this project shall have a 30-day cancellation clause. Notice of cancellation or material change shall be provided to the Owner with a minimum of 30 days advance.

vii. The Constructor shall name the University of Iowa, the Board of Regents, State of Iowa; and the State of Iowa as additional insureds with respect to all operations and work hereunder and shall provide that such insurance applies separately to each insured against whom a claim is made or suit is brought. This insurance afforded to additional insureds is to be primary of any other valid and collectible insurance. The additional insured shall be added under endorsement form CG 20 10 and CG 20 37 or equivalents. No company forms or vicarious liability versions more narrow in scope will be accepted. The endorsement form shall be attached to the certificate of insurance submitted to the Owner.

The Constructor shall name the City of Iowa City as additional insured for Work within the City of Iowa City’s public right-of-way.

2) Constructor shall furnish two (2) copies of Certificate of Insurance to the Owner. Owner's address, for filing Certificates of Insurance, is: Board of Regents, State of Iowa c/o Facilities Management – Design & Construction 200 University Services Building The University of Iowa Iowa City, Iowa 52242-1922

* + 1. Builder’s Risk Insurance

1) The Owner shall insure the entire project included in the contract specified with a “Special Cause of Loss” Builder’s Risk insurance, providing coverage for direct loss or damage, which is not otherwise excluded in the policy. Builder’s Risk coverage shall be written on standard industry forms with normal policy conditions and exclusions. Flood, Earthquake, Transit, Temporary Storage all are limited per the insurance policy. The policy includes equipment breakdown and testing coverage subject to normal conditions and exclusions.

The following is intended as a general description of coverage as maintained by the Owner, but it is not a statement of contract. The policy may include additional coverage, exclusions, or other limitations not shown in this description. A copy of the policy is available for review at Design & Construction, 200 University Services Building, The University of Iowa, Iowa City, Iowa 52242-1922 and on the Facilities Management website <https://www.facilities.uiowa.edu/pdc> .

The University of Iowa maintains a “Special Cause of Loss" Builder’s Risk policy which generally includes coverage for:

1. Direct loss by fire, lightning, smoke, wind, hail, water, damage by vehicles, theft, collapse, land/mud slide, earthquakes, explosion (including boilers) and sprinkler leakage.

ii.. Deductible is $5,000 per occurrence, excluding flood and earthquake claims. Refer to the policy for flood and earthquake deductible amounts. The Constructor shall be responsible for the deductible for each claim made against the Owner’s Builders Risk Policy.

* 1. This provision shall not release the Constructor from the obligation to complete the project covered by the contract according to the Drawings and Specifications, and the Constructor and their surety shall be obligated to full performance of the Constructor's undertaking.

1. **Maintenance Bond** [delete this article if not working in City Right-of-Way]

The successful bidder is required to furnish a bond to The University of Iowa in an amount equal to one hundred percent (100%) of the value of the street pavement and City of Iowa City utilities including water main and sanitary sewer, within the Capitol Street right-of-way. Said bond shall be issued by a responsible surety approved by The University of Iowa, shall guarantee the prompt payment of all materials and labor, shall protect and save harmless The University of Iowa from all claims and damages of any kind caused directly or indirectly by the operation of the contract, and shall guarantee the integrity of the pavement and utilities free from spalling, cracking, or settling for a period of five (5) years from and after its Substantial Completion and formal Acceptance by the Owner.

**6. USE OF SITE**

1. Care of Project Work Site:
   * 1. The Constructor shall be responsible for maintaining the construction site in a reasonably neat and orderly condition by regular cleaning and mowing of the premises as determined by the Owner’s Representative.
     2. Debris shall be removed via ensured, safe route. Any debris transported through public spaces shall be encapsulated.
     3. Sticky mats shall be installed and adequately maintained at each entry point to the project site.
     4. Gaps, voids, and penetrations between project site and public spaces shall be adequately sealed. Temporary barriers between the project site and adjoining spaces shall be constructed of non-flammable material and sealed from floor to ceiling without gaps.
2. Security:
3. Provide security and facilities to protect Work, **[and existing facilities,]** and Owner's operations from unauthorized entry, vandalism, or theft.
4. **[For UIHC projects:]** Project sites shall be locked at all times. Keyless, electronic door access tied into UIHC’s system is required unless otherwise approved by the Owner.
5. Access to the project site shall be coordinated with Owner's security program.
6. Access:
7. Access to construction site shall be as indicated on Drawings and as directed by the Owner's Representative.
8. **[Describe any other special access requirements if applicable]**
9. Constructor shall maintain access to fire hydrants, free of obstructions.
10. Constructor shall provide means of removing mud from vehicle wheels prior to entering streets from the jobsite.

**[PM shall provide direction as to which one of the following “d” paragraphs shall be used. Number of parking permits is project specific.]**

1. Parking:

Parking for **[one] [two]** construction vehicle**[s]** will be available **[in Lot \_\_\_\_\_] [\_\_\_\_\_\_\_\_\_\_\_]**. The Constructor shall contact the University Parking Office at (319-335-1475), located in the Iowa Memorial Union Parking Ramp, to obtain temporary permits following preconstruction meeting. Any costs associated with parking shall be paid by the Constructor. No parking is available at the project for employee vehicles.

1. Parking:

No construction or employee vehicles are permitted on the site. Construction vehicle or employee parking shall be on City of Iowa City streets **[or in the \_\_\_\_\_\_\_\_\_\_\_\_\_ Parking Ramp]**. Any costs associated with parking shall be paid by the Constructor.

d. Parking:

The Owner will issue Constructor **\_\_\_\_\_\_ (\_\_)** parking permits for use in University Parking lot **\_\_\_\_\_\_ (\_\_)**. The permits will be issued at no cost to the Constructor **[up to the contract completion date or insert specific timeframe]**. After the **[contract completion date or specific timeframe],**, the permits will be re-issued on an as available basis at the Constructor’s expense. These permits are to be used for General Contractor or subcontractor owned and labeled vehicles only. Personal vehicles are prohibited from use of these permits. Violation of this requirement may result in ticketing and/ortowing at the vehicle owner’s expense and suspension of progress payments.

1. Parking of personal vehicles within project access/lay down/staging areas is prohibited. Violation of this requirement may result in ticketing and/or towing at the vehicle owner’s expense and suspension of progress payments.
2. Parking or driving on sidewalks, landscaped areas, within fire and service lanes or generally in areas not designated for vehicular traffic is prohibited except as allowed in the Contract Documents. Violation of this requirement may result in ticketing and/or towing at the vehicle owner’s expense and suspension of progress payments.
3. Temporary University parking permits may be purchased by Constructor employees for use with their personal vehicles on an as available basis by contacting the Parking and Transportation office in the IMU Ramp Parking Structure.

e. Project Fencing Requirements: **[Retain one (1) fencing paragraph below. Edit to suit project.]**

**[Retain paragraph below for projects classified as HIGH HAZARD FIXED. High Hazard Fixed will typically apply to relatively large projects, building erections, or demolitions that are located in a defined area throughout the life of the project. Project fencing limits should be indicated on the site plans.]**

* + 1. Fencing requirements, as indicated on Drawings, shall be constructed of 9 or 11-gauge chain link not less than six (6) feet in height and not more than 2-inch mesh and beige privacy slating supported with posts spaced not more than ten (10) feet apart and all corner and gate posts imbedded in concrete. All other posts shall be sufficiently secured in ground to maintain proper and adequate support of fence. Fenced in area shall have at least two (2) access gates and all gates shall be lockable.

1. Using existing landmarks, lamp poles, trees or other Owner property for support of fencing is strictly prohibited unless a written waiver is obtained from Owner's Representative.
2. Uses of ribbon, snow fence, chicken wire, rebar, rope, and wooden barricades as fencing is prohibited.
3. Fencing shall be maintained by the Constructor in an "as-installed" condition throughout the life of the project.
4. The Constructor may use used fencing provided it is in good condition and is satisfactory to the Owner.

**[Retain paragraph below for projects classified as LOW HAZARD FIXED. Low Hazard Fixed will typically apply to projects where it is desirable to isolate work area from the public, but where public transgression into work area will not result in an immediate hazardous threat to individuals. It also applies to protection of property from work activities and equipment; such as protecting buildings, utilities, structures, landscaping, etc. Fencing requirements and limits should be indicated on site plans. Reference should be made if additional fencing is required beyond what is indicated on site plans.]**

* + 1. Fencing requirements, as indicated on Drawings and/or described in Specifications and where neces­sary to protect public and Owner's property shall be constructed of plastic woven fencing not less than four (4) feet in height with at 2” x 4” top **(and bottom)** rail; both supported by metal tee posts anchored securely in ground at not more than ten (10) foot intervals.

1. Using existing landmarks, lamp poles, trees or other Owner property for support of fencing is strictly prohibited unless a written waiver is obtained from Owner's Representative.
2. Uses of ribbon, chicken wire, rebar, rope, and wooden barricades as fencing is prohibited.
3. Fencing shall be maintained by the Constructor in an "as-installed" condition throughout the life of the project.
4. The Constructor may use used fencing provided it is in good condition and is satisfactory to the Owner.

**[Retain paragraph below for projects classified as HAZARDOUS MOVEABLE. This will apply to projects that are not long-term in duration and that represent either a high or low hazardous threat to public. These types of projects may include trench and pit excavations, sidewalk and road construction, utility work, overhead work, and project staging or access areas.]**

* + 1. Project worksite shall be kept continuously protected with, at minimum, a temporary portable fence constructed of plastic woven fencing not less than four (4) feet in height with a 2” x 4” top **(and bottom)** rail; both supported by metal tee posts spaced not more than ten (10) feet apart and imbedded in five (5) gallon buckets of concrete or an equivalent method of support approved by the Owner prior to installation. In lieu of five gallon buckets of concrete, metal posts may be driven into ground or asphalt. Portions of fence shall be reinstalled when work activities cease and during all non-work periods. Constructor shall restore asphalt surfaces following removal of posts if driven into the asphalt.

1. Using existing landmarks, lamp poles, trees or other Owner property for support of fencing is strictly prohibited unless a written waiver is obtained from Owner's Representative.
2. Uses of ribbon, chicken wire, rebar, rope, and wooden barricades as fencing is prohibited.
3. Fencing shall be maintained by the Constructor in an "as-installed" condition throughout the life of the project.
4. The Constructor may use used fencing provided it is in good condition and is satisfactory to the Owner.

**[Retain paragraph below for all projects NOT requiring fencing.]**

1) Fencing will not be required as a part of work.

f. Protecting Existing Vegetation:

1. Protection and compensation for damages:

Trees and shrubs within work area designated to remain shall be protected from damage during construction by fencing or armoring as indicated on Drawings or specified herein. Plant protection devices shall be installed before work has begun and shall be maintained for duration of work unless otherwise directed by Owner's Representative.

In the event that damage(s) to the Owner's trees, shrubs or vegetation occurs as a result of the Constructor's unauthorized operations, the Constructor shall pay or allow to the Owner compensation for said damage(s). Compensation shall be determined by the Owner's Representative using the "Valuation of Landscape Trees, Shrubs, and other Plants" as published by the International Society of Arboriculture, as last revised.

1. Plants within work area designated for removal shall be removed by Constructor.
2. To prevent compaction of soil over tree roots, vehicles or equipment shall not at any time park or travel over, nor shall any materials be stored within drip line of trees designated to remain.
3. Area within drip line of trees and shrubs shall be protected from work area by use of a standard 48" high woven plastic or woven wire fence with 2” x 4” top **(and bottom)** rail mounted on standard metal tee posts set not more than 10‘ apart. Tree protection shall be removed during work in area of protection only when necessary to perform grading and other work required by Drawings and only as authorized by Owner's Representative.
4. Only minimal grading or disturbance will be allowed to area within and adjacent to drip line of trees or shrubs designated to remain. Constructor shall obtain approval from Owner's Representative prior to starting any grading work in these areas. Unnecessary cutting of plant roots shall not be permitted. The Constructor shall stop work immediately and shall notify Owner’s Representative immediately if root system is exposed or if any roots over 1 ½” in diameter are encountered. Roots exposed and/or damaged during construction shall be immediately cut off cleanly behind exposed or damaged area, and cut surface treated in accordance with established horticultural standards and covered with top soil.
5. Owner's Representative will stop work immediately when proper measures are not being employed to protect trees and shrubs. Constructor will be notified to resume work after required protection measures are implemented.
6. Pruning of limbs necessary to repair damage or provide clearance for work on projects shall be done by the U of I Landscape Services Department at the direction of the Owner’s Representative.
7. Constructor shall repair tire ruts and other damages to existing lawn areas. Repairs shall match surrounding area

**[Retain applicable restroom paragraph “g” below.]**

g. Restroom: The Constructor shall provide and maintain, in a sanitary condition, chemical type portable toilet facilities at work site for use by Constructor personnel. Toilets and toilet location shall be subject to approval by the Owner's Representative.

g. Restroom: Existing toilet facilities within Project Limits or Restrooms designated by the Owner's Representative for use by the Constructor will be available. Failure of the Constructor to maintain restrooms in a clean condition will be cause for the Constructor's discontinued use of the restroom.

h. Elevators: **[Retain applicable elevator paragraph below and edit as necessary]**

**[Paragraph for New Elevators]**

1. The Constructor may use Elevator**(s)** **XX and XXX** during construction operations following issuance of the Operational Permit by the Iowa Department of Labor – Department of Elevators. Elevator**(s)** must be protected from damage and restored to their original condition as a result of damage. Specified warranties will not be effective until the project has been accepted as Substantially Complete.

Prior to Substantial Completion the Owner will schedule a post-construction elevator inspection with the Elevator Service Agreement Vendor to document any changes in the condition of the equipment resulting from construction activity. Owner will be reimbursed for cost of repairs resulting from construction activity via deductive Change Order to the Contract.

**[Paragraph for Existing Elevators used by Owner and Constructor – “Mixed Use”]**

1. The Constructor may use Elevator**(s) XX and XXX** between the hours of **X:XX AM and XX:XX PM, (specify days of the week in needed).** Owner’s Representative and Constructor review and document existing conditions prior to start of on-site activity. Elevator**(s)** must be protected from damage and restored to their original condition as a result of damage. Elevator**(s)** to be thoroughly cleaned following each usage.

Prior to Substantial Completion the Owner will schedule a post-construction elevator inspection with the Elevator Service Agreement Vendor to document any changes in the condition of the equipment resulting from construction activity. Owner will be reimbursed for cost of repairs resulting from construction activity via deductive Change Order to the Contract.

**[Paragraph for Existing Elevators dedicated to Constructor use only]**

1. The Constructor may use Elevator**(s) XX and XXX** during construction operations. Prior to on-site activity the Owner’s Representative will schedule an elevator inspection with the Elevator Service Agreement Vendor to document existing conditions of the equipment and adjust key switches to detour pedestrian travel. Elevator**(s)** must be protected from damage during construction and restored to their original conditions as a result of damage.

During the project, elevator maintenance will be the responsibility of the Owner using the Elevator Service Agreement Vendor. Cost of repairs resulting from construction activity may be reimbursed via deductive change order to the Construction Contract.

Prior to Substantial Completion the Owner will schedule a post-construction elevator inspection with the Elevator Service Agreement Vendor to document any changes in the condition of the equipment resulting from construction activity. Owner will be reimbursed for cost of repairs resulting from construction activity via deductive Change Order to the Contract.

i. Temporary ventilation:

1) Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. **[Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.** If existing ventilation is approved by the Owner to be used for temporary ventilation, a minimum of MERV 8 filter must be installed at all return/exhaust ducts.**]**

1. The use of temporary direct-fired heating units is prohibited.
2. Refer to Interim Infection Control Measures specification section 01 35 33.

j. Equipment emissions:

Due to nearby air handler intakes, all diesel equipment operating on the construction site must be equipped with exhaust scrubbers. This excludes vehicles used for delivery or removal of materials to and from the construction site. Exhaust scrubbers must be approved by the manufacturer of each piece of equipment. Scrubbers must be installed and maintained per equipment manufacturer’s recommendations.

1. Utilities: **[Retain applicable utilities paragraph below and edit as necessary]**
   * 1. Drinking water, water required to carry on work, and 120 volt electrical power required for small tool operation may be obtained without cost to the Constructor from existing utilities at locations designated by the Owner's Representative. Provisions for obtaining power, including temporary extensions, shall be furnished and maintained by the Constructor. Upon completion of work such extensions shall be removed and any damage caused by use of such extensions shall be repaired to satisfaction of the Owner's Representative, at no cost to the Owner.
     2. Constructor shall provide reduced pressure backflow preventer on all connections to existing water source and shall provide certification documentation for the backflow preventer prior to installation.

k. Utilities:

* + 1. Drinking water, water required to carry on work, and 120 volt electrical power required for small tool operation may be obtained without cost to the Constructor from existing utilities at locations designated by the Owner's Representative.
    2. Provisions for obtaining power, including temporary extensions, shall be furnished and maintained by the Constructor. Upon completion of work such extensions shall be removed and any damage caused by use of such extensions shall be repaired to satisfaction of the Owner's Representative, at no cost to the Owner.
    3. Provisions for obtaining water from University-provided sources shall be coordinated with and approved by the Owner’s Representative (FM – Utilities and Energy Management). Following approval, the Owner will provide required backflow preventer(s) and meter(s) for Constructor installation. Constructor shall be responsible for all other fittings as required and for the maintenance of temporary services while in place. Constructor shall be responsible for providing cold weather protection when outdoor temperatures are forecasted at freezing or below. Upon completion of work, Constructor shall remove and return Owner-furnished devices and return the temporary service connection to its original condition.

l. Telephone service:

The Constructor shall pay cost of any temporary telephone service. Contact Office of Telecommunications (319-335-2945) for University service or U.S. West. Billings for service shall be submitted to the Constructor by the service provider and payments for service shall be made by the Constructor to the service provider.

m. Storage of materials:

The Constructor shall store all materials within project limits. The Constructor shall confine apparatus, materials, and operation of workers to location established by the Owner's Representative. The Constructor shall not unreasonably encumber premises with materials.

n. Universal waste disposal:

In the State of Iowa the disposal procedure for universal waste is regulated by the U.S. EPA under 40 CFR 273. This procedure establishes requirements for the management of universal waste. Contact University of Iowa Environmental Health and Safety Office (319-335-8501) for procedures covering other types of hazardous waste. Contractors performing demolition and construction work are required to follow University of Iowa procedures for containers, labeling, storage and disposal of universal wastes. In the State of Iowa, alkaline batteries and incandescent lamps are not considered hazardous or universal waste, and may be thrown away in the regular trash.

o. Landfill:

Dumping or disposal of excavated or demolition materials on Owner’s property shall not be permitted. The Constructor shall remove and legally dispose of all excavated and/or waste material resulting from the Work.  The Constructor is responsible for providing its own means for refuse transfer.  Use of Owner refuse containers is not allowed.

**7. MODIFICATIONS TO INSTITUTION REQUIREMENTS**

a. Modifications to the Institution Requirements: **[PM shall review and approve any modifications, Insert “None” if not applicable].**

* + 1. Reference: Institution Requirements, Article 2.10 **[Omit item 1 completely if not applicable. This modification shall be used on all projects at UIHC.]**

Insert new article 2.10.1 as follows:

2.10.1:Fire Extinguisher Inspection Log shall be completed and maintained by the Constructor for the duration of the project. Document found at: <https://www.facilities.uiowa.edu/pdc/Contractors/?submenuheader=2>

* + 1. Reference: Institution Requirements, Article 2.13 **[Omit item 2 completely if not applicable. This modification shall be used on all projects at UIHC.]**

Insert new 2.13 as follows:

2.13 Constructors who engage in hot work must utilize the University of Iowa Hot Work Program including their internet based training course and Hot Work Permit. UIHC Fire Safety will issue and sign all hot work permits. Permits will not be issued without a valid contractor badge. The Hot Work Permit must be completed and signed by an onsite individual who has successfully completed the Hot Work training course. The Hot Work Permit shall be completed daily and displayed at the Hot Work site prior to commencement of any hot work. Permits MUST be turned into UIHC Safety and Security at the end of each day.

* + 1. Reference: Institution Requirements, Article 2.14 **[Omit item 3 completely if not applicable. This modification shall be used on all projects at UIHC.]**

Insert new 2.14 as follows:

2.14 Constructor shall inspect areas where they have issued Hot Work Permits to ensure full compliance with the requirements of the University of Iowa Hot Work Program. University Departments, including UIHC Fire Safety/Infection Environmental, Risk Management or its designees, may monitor Hot Work Permit issuance and site work conditions for compliance.

* + 1. Reference: Institution Requirements, Article 3.6.2 **[Omit item 4 completely if not applicable. This modification shall be used on all projects at UIHC.]**

Insert revised article 3.6.2 as follows:

3.6.2 The Service or Equipment Interruption Request shall be completed by the Constructor no less than 10 working days before work begins. Document found at: <https://www.facilities.uiowa.edu/pdc/Contractors/?submenuheader=2>

* + 1. Reference: Institution Requirements, Article 4 **[Omit item 1 completely if not applicable. This modification shall be used on all projects consisting of 120 calendar days or LESS.]**

Insert revised Article 4.1 to read as follows:

4.1 The Constructor shall schedule submittal of Shop Drawings and Product Data to the Design Professional so that no delays will result in delivery of materials and equipment, advising the Design Professional of priority for checking of Shop Drawings and Product Data; a minimum of two weeks shall be provided for this purpose. All Shop Drawings and product data shall be submitted and approved **[and the Constructor shall provide proof of material procurement as requested by the Owner]** prior to the Constructor’s **first progress payment**. If Shop Drawings and Product Data are not approved by the first progress payment request, the Owner may withhold payments.

**8. MISCELLANEOUS**

a. Permits: **[Permits for work on U I property are typically not required. However, permits are necessary for work on or along other Owner’s property.]**

Prior to commencement of Work, the Constructor shall obtain and pay for all appropriate permits from **[Name of entity]** for work on **[Name of entity]** owned property.

1. Project Signage **[Include for projects at UIHC]**
   * 1. The Constructor is responsible in maintaining the Owner required signage for the Project. The following signage and information will be provided by the Owner, posted and maintained by the Constructor for the duration of the Project:

Project Identification Sign

HEPA Fan Information (where required)

Authorized Access Only Sign

Interim Infection Control Measures Class Identification 3.10.1.5 Daily Checklist – Construction Site Inspection

General Constructor Construction Site Inspection Log

Any existing exits within a construction site that are not to be used shall have signage saying, “No Exit” and identifying the location of alternative exits.

Any existing exits within a construction site that are to remain as active exits shall `have lighted Exit signs.

* + 1. The Constructor is responsible for assisting the Owner in assuring the signage remains visible and in good condition throughout the project. This includes: keeping the areas in front of the signage clear at all times; relocating the signage when there are changes due to construction requirements, phasing, or other changes that impact the sign location; and notifying the Owner when the signs become damaged or soiled.

1. Geotechnical Report: **[Modify wording and/or delete if not applicable.]**

A Geotechnical Report has been prepared by**[*Insert Firm Name, of City, State]*** as a service to the Owner. A copy of the report has been provided at the end of this specification section. Inquiries regarding this report shall be referred to, **[*Insert Design Professional Firm Name and Contact Name]***, with information copies sent to the Owner. No representation or warranty is made by the Design Professional or the Owner of the adequacy or contents of this report.

1. Electronic Project Communication Requirements
   * 1. The Constructor shall furnish all computer equipment and provide Internet access for use by its project manager, superintendent and other staff as needed. The University will provide an on-line, secure project communications web site which for use by the Owner’s Representative, Design Professional and Constructor as the major method of communicating and storing contract change document information. This web site will be used to communicate request for information (RFI), instructions to Constructor (ITC) and change authorization requests (CAR).

Following issuance of the Notice of Award, the University will schedule an in-house system demonstration in which all project users, Constructor, Design Professional and Owner’s Representative, must attend. Constructor and Design Professional shall provide a list of users, supplemented with current email addresses for each to the Owner’s Representative immediately following the demonstration. Once addresses have been entered into the system, access codes and passwords will then be issued to the Constructor and Design Professional by the Owner’s Representative.

Constructor’s computer equipment shall have the following minimum system operating requirements:

* Microsoft Internet Explorer version 6.0 or later, with JavaScript enabled
* Sun Java Runtime Environment (JRE) 6 or greater, set as the default Java plug-in for Internet Explorer. (<http://java.com/en>)

Passwords for user accounts to any University System must conform to the University “Enterprise Password Policy” (<http://cio.uiowa.edu/Policy/Enterprise-Password.shtml>)

1. Roof Warranty Requirements: **[If roof warranties are not applicable, delete all wording.]**

**[Use for roofing installation (only) projects. Not applicable for new buildings and major renovation projects. Ask Project Manager for clarification.]**

1) The Constructor shall submit, before issuance of the "Notice to Proceed", a copy of Roof Manufacturers Pre-installation Notice. The Roof Manufacturers Pre-installation Notice must be manually signed by an authorized representative of the Roof Manufacturer of each proposed roofing system.

**[Use for new buildings and major renovation projects. Ask Project Manager for clarification.]**

1) The Constructor shall submit, before the third progress payment, a copy of the Roof Manufacturers Pre-installation Notice. The Roof Manufacturers Pre-installation Notice must be manually signed by an authorized representative of the Roof Manufacturer of each proposed roofing system.

2) Following final inspection and acceptance of the roofing system(s) by the Owner and the roofing system manufacturer(s), the Constructor shall submit a manually signed warranty agreement provided and executed by the roofing system manufacturer for each roofing system provided. Warranty(s) shall be dated in accordance with the date that the project is accepted as substantially complete. Warranty agreement(s) shall be of the duration and types specified in Division 7.

3) The University of Iowa two (2) year Constructor roofing Warranty and ten (10) year Constructor sheet metal warranty shall be signed and submitted by the roofing contractor after final inspection and acceptance of each roofing system by Manufacturer and Owner.

4) The roofing contractor or subcontractor shall provide the Owner with an Application for a Roof Warranty.

**[Or use for existing roofs.]**

5) Owner has an existing roof warranty on roof of \_\_\_\_\_\_ and is included at the end of this section. The Constructor shall verify roofing manufacturer and warranty provider. The Constructor shall use a licensed applicator of existing roofing system to make and repair roof penetrations in order for the Owner's existing warranty to remain in full force and effect.

Roof System Manufacturer:

Name

Roof Type:

Installer:

Manufacturer’s Warranty:

Substantial Completion:

Expiration Date:

1. Contractor Worker Identification:

**Include the following requirement on Housing, CCOM, and any other project as directed by PM]**

Onsite workers shall be fitted with a Constructor furnished shirt containing company name and logo.

**[Include the following requirements on CCOM projects and as directed by PM].**

All on-site workers (General Contractor, subcontractors and sub subcontractors) shall participate in the following worker identification program:

Each employee shall wear an Owner furnished identification badge while working on the project site. The Owner will replace lost or damaged badges at the Constructor’s expense.

Constructor shall submit the following to the Owner within 14-days following receipt of the “Notice of Award”:

* + 1. List of names for each employee that will be onsite.
    2. Digital photo of each employee.

1. Constructor Criminal Background Check and Services Orientation:
   * 1. The Constructor’s and It’s subconstructors’ on-site personnel including temporary labor or labor from a third party performing work or delivering material(s) on-site at the University of Iowa Health Care (UIHC) under this Contract shall be required to successfully complete a criminal background check, and pass the Constructor Services Orientation class prior to providing any services and gaining access to the project site.
     2. The orientation class will be managed through Gatefeed (www.gatefeed.com). Gatefeed will also administer the criminal background check.
     3. Badges will expire 2 years after the date of the orientation. A background check and orientation course completion will be required every two years with the renewal of the badge.
     4. The Constructor shall be responsible for the cost of the criminal background check; paid directly to Gatefeed and the Constructor Services Orientation training; paid to the Owner.
     5. Criminal Background Checks:

i. The Constructor shall manage the Criminal background Check process for all personnel and labor for this Contract as noted under Article 3.8. They shall designate an administrator who will work through Gatefeed’s online process or by calling (312) 467-9884 for assistance. When calling, the administrator shall state the call is in reference to a project at the University of Iowa Health Care.

ii. The Constructor shall be responsible for the cost of the background check; paid directly to Gatefeed.

iii. Upon successful completion of the criminal background check, an individual shall be allowed to take the Constructor Services Orientation training. Proof must be presented prior to orientation training showing the background check has been successfully completed.

* + 1. Constructor Services Orientation Training:

The computer-based training is conducted in the Capital Management department office, located in Hospital Parking Ramp 3 subbasement SB6 at 800 Evashevski Drive, Iowa City, IA 52242.

To schedule a training appointment contact Capital Management at 319-356-2330 at least 24 hours in advance. Training reservations may be limited due to the number of available computer terminals and are available Monday through Thursday between 8:30 a.m. and 4:00 p.m. The training takes approximately 90 minutes to complete.

Training is available in both English and Spanish.

The Constructor shall contact Gatefeed directly to fully understand how to manage individuals in the Gatefeed system. A phone tutorial is available.

Individuals are required to have full user accounts in the Gatefeed system prior to arriving for orientation training. Gatefeed provides usernames and resets passwords for those who do not remember their current login information.

Upon successful completion, the individual will be given a new badge that is good for two years from issuance.

* + 1. Upon satisfactory completion of the training and background check, a photo identification badge will be issued. The photo identification badge shall be worn above the waist while working on-site at UIHC.
    2. The Owner may revoke a photo identification badge at any time and for any reason.
    3. Anyone not wearing a photo identification badge while on UIHC property will be asked to leave the facility until such time that the identification badge is displayed on the individual.

1. Main Power Plan and Oakdale (UI Plants) Site-Specific Safety Orientation Requirement: **[Include on Plant projects]. Contact UIU for further information.**
2. Project Warranty Requirement: **[Review with Design & Construction Director and/or Associate Director prior to inclusion]** 
   * 1. The CONSTRUCTOR shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. See Section 01 77 19 – Contract Closeout for a complete list of warranty requirements. The CONSTRUCTOR'S liability for such warranties shall be limited to the correction period as required by Section 01 77 19. After that period, the CONSTRUCTOR shall provide reasonable assistance to the OWNER in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.
3. Utility Rebate Requirement: **[Include on projects with energy conservation measures (ECM) or rebate eligible equipment].**
   * 1. The General Contractor, Subcontractor and Equipment Suppliers shall provide on request documentation necessary to allow The University of Iowa to participate in available utility customer incentive programs. See Section 01 77 19 – Contract Closeout for a table of ECM’s.

### END OF SECTION

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