

PROJECT REQUIREMENTS

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1. DEFINITIONS

- a. Abbreviations for building names used throughout this document: **[Edit or type Not Applicable]**

Examples:

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

- a. Instructions to Bidders

- 1) Reference: Instructions to Bidders, Article 2 **[Include 2.3 on all projects – Verify with PM/CM which paragraph to use]. Include 2.3.1 and 2.3.2 on all UIHC projects and keep sentence on Cover Page referencing this article.]**

Insert new Article 2.3:

- 2.3 Site tours are by appointment only. Individuals shall contact **[PM Name/Phone #]** and/or **[CM Name/Phone #]** to schedule a site tour and shall comply with all University requirements.

or

- 2.3 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.**

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

- 2.3.2 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) Insert new Article 2.4 **[Include on projects utilizing videos or photographs for a pre-bid or bidding reference.]**

- 2.4 Video(s) and/or photograph(s) of the existing project site conditions available with the project documents at CityBlue Technologies: www.uiowaplanroom.com.

- 3) Reference: Instructions to Bidders, Article 3 **[Include on all projects.]**

Insert new Article 3.1.3:

- 3.1.3 Targeted Small Business (TSB): The certified Iowa TSB participation goal for this project is **10 percent (10%)** of the Base Bid. This establishes the amount that should be reported on the Final Payment Reporting Form as part of the TSB Program.

- 4) Reference: Instructions to Bidders, Article 9 **[Include ONLY on complex projects. Notify/review with Associate Director prior to including this entry. Include a, b, and h for all UIHC projects – omit otherwise.]**

Insert new Article 9.4.1 and 9.4.2 to read as follows:

- 9.4.1 Bidders are advised that following a preliminary evaluation by the Owner of the bids, the potential low Bidder (including the project management team members per Project Requirements 00 74 13) may be invited to an interview with the Owner. At such time, the Bidder may be asked to address the following questions and may be asked to provide documentary evidence supporting the Constructor's responses.
- a. What experience does the Bidder have with projects of similar type, complexity, and size? Can the Bidder supply references from Owners of those projects, if requested (including names and contact information)?
 - b. Has the Bidder successfully completed projects in similar inpatient/clinic environments that have included a level of infection control similar to Level IV as defined by section 01 35 33 - Infection Control Risk Assessment (ICRA) Project Requirements? Can Bidder supply references from Owners of those projects, if requested? **[Use on UIHC projects only]**
 - c. What experience does the Bidder have with managing projects of this size and complexity with the projected aggressive schedule?
 - d. What project management and scheduling software does the Bidder employ or plan to employ for this project, and has the Bidder employed this software on past projects of similar size, complexity and duration?
 - e. Does the Bidder have other projects scheduled to be constructed during the same time period contemplated for this project, and if so, what are they, and how does the Bidder plan to accommodate these projects to ensure adequate workforce to fulfill the contractual requirements?
 - f. What bonding companies has the Bidder utilized in the past, intends to use for this project, and has the Bidder ever been denied bonding coverage?
 - g. What is the experience level of the Bidder's home office and field management personnel with projects of this size and complexity that the Bidder plans to utilize for the project?
 - h. What is the experience level of the mechanical and electrical subcontractors with projects of this size and complexity that the Bidder plans to utilize for the project? Including projects within an occupied Level 1 Trauma Hospital.
 - i. Has the Bidder ever been debarred from bidding by any public Owner, and if so, what were the circumstances?
- 9.4.2 The Owner will make its determination of the successful responsible Bidder based on the Bidder's responses to the above and potentially other questions as necessary, including the Owner's evaluation of any documentary evidence the Bidder is asked to provide in a timely manner (within 48 hours after receipt of request). Failure of the Bidder to provide additional and satisfactory information as requested may result in the Owner's determination that the Bidder is not responsible, and the Constructor's bid will be rejected."

- 5) 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 is found: https://www.esupplier.uiowa.edu/psps/SUPPLIER/ERP/c/SUP_OB_MENU.AUC_BIDDER_REGISTRATION.GBL?Action=U

- 6) Reference: Instructions to Bidders, Article 12.

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

- a. 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]**.
- b. 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]**.
- c. Work shall include everything requisite and necessary to finish work properly, notwithstanding that not every item of labor or materials or accessories required to make project complete may be specifically mentioned.
- d. General Description of Work:

- 1) Project consists of **[Insert brief project description for each; Architectural, Civil, Structural, Mechanical, Electrical, etc.]**.

- 2) Alternates: **[type "None" 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. Note only Alternate Labels will transfer to Form of Bid.]]**

Alternate 1: **[Insert Alternate Label followed by a description]**

Alternate 2: **[Insert Alternate Label followed by a description]**

- 3) Allowances: **[type "None" 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. Note only Allowance Labels will transfer to Form of Bid.]**

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.

Allowance 1: [Insert Allowance Label - Contractor shall include an allowance in the Contract Sum (Base Bid) in the amount of (insert amount in words) \$(insert amount in figures) for (insert description)]

Allowance 2: [Insert Allowance Label - Contractor shall include an allowance in the Contract Sum (Base Bid) in the amount of (insert amount in words) \$(insert amount in figures) for the design, material, supplies, equipment, labor, testing and certification of a complete Emergency Responder Radio Coverage System as per Specification Section 28 53 00.]

- 4) Unit Prices: [type "None" if not used – Review with Associate Director or Director. Note only Unit Price Labels will transfer to Form of Bid.]

For changing quantities of work outside the Scope of Work, upon written instructions of the Owner, the following unit prices shall prevail. Unit prices shall be total cost to Owner, per unit of Work, including indirect costs and overhead and profit.

Unit Price No. 1: (Insert Unit Price Label followed by a description)

[ADD for quantity in excess of total quantity indicated in base bid] or
[DEDUCT for quantity less than total quantity indicated in base bid.]
(DEDUCT unit price amount shall be equal to the ADD unit price amount). Base bid quantity: _____

Unit Price No. 2: (Insert Unit Price Label followed by a description)

[ADD for quantity in excess of total quantity indicated in base bid] or
[DEDUCT for quantity less than total quantity indicated in base bid.]
(DEDUCT unit price amount shall be equal to the ADD unit price amount). Base bid quantity: _____

- e. Work by Owner:

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

- f. Work Sequence: [Complete articles 1) and 2) as required or type Not Applicable.]

- 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 and Coordination Staffing

- 1) 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.
- 2) Constructor shall provide its 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.
- 3) Constructor shall provide after-hours emergency service contact number if different from the on-site Superintendent or Project Manager.

[Edit or omit per direction of Construction Manager]

- 4) 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.
- 5) 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).

[Edit or omit per direction of Construction Manager]

- 6) The **Constructor's BIM Coordinator** shall facilitate completion of the Coordination Drawings. Constructor BIM Coordinator shall conduct Constructor BIM coordination meetings, take and distribute meeting minutes, conduct BIM fly-through with construction team, Design Professional, and Owner. Coordinate resolution of identified clash detection in model and resolution to as installed conflicts. Constructor BIM coordinator shall manage BIM model and make required modifications to ensure model's accuracy throughout the duration of the project.

[Edit or omit per direction of Construction Manager]

- 7) **The Constructor's Commissioning Coordinator** shall fulfill the requirements of 01 91 13. Constructor commissioning Coordinator shall have the authority to direct work and shall coordinate all required corrections as noted by Owner, Owner's representatives, and manufacturer's representatives or all installed work.

[Use on UIHC projects only]

- 8) **The Constructor's Safety / Infection Control Officer** shall be represented on site, full time, from the commencement of Work until the project achieves Substantial Completion, as a **working** officer. The Safety/Infection Control Officer shall be responsible for all construction related safety and for maintaining all infection control measure requirements related to the project.

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.]

a. Substantial Completion and Final Completion:

- 1) 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 **seven (7), fourteen (14), twenty-one (21), thirty (30) days** to complete all items on the Punch List and achieve Final Completion.

b. Commencement:

- 1) 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.a. above and the Contract required insurance certificates.

c. Scheduling Requirements:

- 1) Constructor shall perform all work in the designated areas between **[MM/DD/YY]** and **[MM/DD/YY]**.
- 2) Constructor shall perform all work in the designated areas during regular working hours which are **[H: MM] a.m. to [H: MM] p.m.**

OR

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. [used if applicable to the specific project]

- 3) Constructor may not commence work in the designated areas until [MM/DD/YY]. [used if applicable to the specific project]
- 4) 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. [used if applicable to the specific project]
- 5) Constructor shall coordinate installation of [] by a separate contract. [used if applicable to the specific project]

[Consider the following for UIHC projects.]
- 6) 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.
- 7) 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.

d. Liquidated Damages: [Select applicable liquidated damages Articles below. or type "Not Applicable". Liquidated Damages must be recommended by the Project Manager and approved by the Associate Director. Write dollar amount in words and (numbers)].

- 1) SUBSTANTIAL COMPLETION. The Owner and the Constructor agree that this Agreement shall not provide for the imposition of liquidated damages based on the Date of Substantial Completion.
- 2) FINAL COMPLETION. The Owner and the Constructor agree that this Agreement shall not provide for the imposition of liquidated damages based on the Date of Final Completion.

OR

- 1) SUBSTANTIAL COMPLETION. The Owner and the Constructor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion.
 - i. 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.

- 2) FINAL COMPLETION. The Owner and the Constructor agree that this Agreement **shall not** provide for the imposition of liquidated damages based on the Date of Final Completion.

OR

- 1) SUBSTANTIAL COMPLETION. The Owner and the Constructor agree that this Agreement **shall** provide for the imposition of liquidated damages based on the Date of Substantial Completion.

- i. 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.

- 2) FINAL COMPLETION. The Owner and the Constructor agree that this Agreement **shall** provide for the imposition of liquidated damages based on the Date of Final Completion.

- i. 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.

e. Limited Mutual Waiver of Consequential Damages:

- 1) 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 inclusion of Liquidated Damages 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.*
- 2) The Owner and the Constructor shall require similar waivers in contracts with Subcontractors and others retained for the Project.
- f. Award Incentive: **Type “Not Applicable” if not used**
- 1) 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 **FOR PROJECTS WITH CONSTRUCTION ESTIMATE OVER \$2M only keep this article. Delete the next article a. and b.**
- 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 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. All risk Builder's Risk Insurance: for the entire project included in the contract specified in an amount equal to the construction cost until Substantial Completion for the Work is achieved unless otherwise agreed to by the Parties.
 - a) The insurance policy shall name the Owner as an additional insured and loss payee.
 - b) This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure (a) at least against the perils of fire, lightning, explosion (including boilers), windstorm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, terrorism, debris removal, flood, earthquake, earth movement, water damage, wind damage, collapse however caused; (b) resulting damage from defective design, workmanship or material; and (c) direct damage caused by interruption of gas, electric, water and steam service.
 - c) The Constructor shall make available a copy of the policy for viewing by the Owner upon request.
 - d) Constructor is required to immediately notify the Owner upon discovery of

any loss. An initial detailed written report of the loss must be furnished to the Owner within ten (10) working days of the loss.

- e) The Constructor shall be responsible for any and all policy deductibles, regardless of the cause of loss, for each Claim made against the Builder's Risk policy. Risk of loss or damage to the Work that is not covered by insurance shall be the responsibility of the Constructor.
- f) 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.
- vi. 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.
- vii. 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.
- viii. 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 equivalent. No company forms or vicarious liability version narrower 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 the Certificate of Insurance to the Owner via email to: fm-construct-support@uiowa.edu. Owner's address, for filing Certificates of Insurance:
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

Or

- a. Insurance **[FOR PROJECTS WITH CONSTRUCTION ESTIMATES \$2M and UNDER must keep this article a. and article b.]**
 - 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 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 narrower in scope will be accepted. The endorsement form shall be attached to the certificate of insurance submitted to the Owner.
 - viii. 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 the Certificate of Insurance to the Owner via email to: fm-construct-support@uiowa.edu. 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
- b. Builder's Risk Property Insurance **[keep this article ONLY FOR PROJECTS WITH CONSTRUCTION ESTIMATES \$2M and UNDER]**
- 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 at <https://www.facilities.uiowa.edu/projects/contractors>
- The University of Iowa maintains a "Special Cause of Loss" Builder's Risk policy which generally includes coverage for:
- i. 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 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.
- 2) 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.

- c. Maintenance Bond **[delete article c. 1) if not working in City Right-of-Way and type Not Applicable]**

- 1) 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 **[enter street name]** 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

- a. Care of Project Work Site:

- 1) Debris Removal: **[Retain applicable articles below or type Not Applicable]**
- i. Debris shall be removed via ensured, safe route.
- ii. Any debris transported through public spaces shall be encapsulated **[include for UIHC or as required.]**
- 2) Sticky Mats: **[Retain applicable articles below or type Not Applicable]**
- i. Sticky mats shall be installed and adequately maintained at each exit point out of the project site.
- 3) Temporary Barriers: **[Retain applicable articles below or type Not Applicable]**
- i. Gaps, voids, and penetrations between project site and public spaces shall be adequately sealed.
- ii. Temporary barriers between the project site and adjoining spaces shall be constructed of non-flammable material and sealed from floor to ceiling without gaps.

- b. Security:

- 1) Provide security and facilities to protect Work, **[and existing facilities,]** and Owner's operations from unauthorized entry, vandalism, or theft.
- 2) **[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.
- 3) Access to the project site shall be coordinated with Owner's security program.

- c. Access, Deliveries and Debris Removal:

[Describe any other special access requirements or type Not Applicable. For UIHC projects include the following (items 1, 2, & 3) and ensure compliance with UIHC Cap Management:]

- 1) Access (Personnel Entry/Exit) to main campus (UIHC) will be limited and all individuals should enter at Pomerantz Family Pavilion L2 or the Main Entrance.
- i. Access (Personnel Entry/Exit) to main campus (UIHC) is discouraged between the hours of 6am – 9am or between 5pm and 8pm to avoid congestion with staff shift changes.
- 2) All deliveries should be made through the Housekeeping Dock Door. Staff will be present

to ensure additional individuals do not enter the building through this access point.

- i. Deliveries should be made before 7am or after 5pm.
 - ii. Should the delivery be too large for this location (Ex. -drywall), the alternative door is 1940X (John Pappajohn Pavilion, Labor and Delivery).
- 3) All debris removal should be made through the Housekeeping Dock Door. Staff will be present to ensure additional individuals do not enter the building through this access point.
- i. Debris removal should be made before 7am or after 5pm.
 - ii. Should the debris be too large for this location, the alternative door is 1940X (John Pappajohn Pavilion, Labor and Delivery).

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

d. Parking:

- 1) Parking for **[one (1)] [two (2)]** construction vehicle[s] will be available **[in Lot _____]** **[_____]**. The Constructor shall contact Parking Services at (319-335-1475), located at the West Campus Transportation Center, 840 Evashevski Drive, 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.

OR

Parking:

- 1) 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.

OR

Parking:

- 1) 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 Constructor 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/or towing at the vehicle owner's expense and suspension of progress payments.
- i. 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.
 - ii. 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.
 - iii. Temporary University parking permits may be purchased by Constructor employees for use with their personal vehicles on an as available basis by contacting Parking Services at the West Campus Transportation Center, 840 Evashevski Drive.

e. Project Fencing Requirements: **[Retain one (1) fencing paragraph below or type Not Applicable. 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.
- 2) 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.
- 3) Uses of ribbon, snow fence, chicken wire, rebar, rope, and wooden barricades as fencing is prohibited.
- 4) Fencing shall be maintained by the Constructor in an "as-installed" condition throughout the life of the project.
- 5) The Constructor may use used fencing provided it is in good condition and is satisfactory to the Owner.

OR

[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.
- 2) 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.
- 3) Uses of ribbon, chicken wire, rebar, rope, and wooden barricades as fencing is prohibited.
- 4) Fencing shall be maintained by the Constructor in an "as-installed" condition throughout the life of the project.
- 5) The Constructor may use used fencing provided it is in good condition and is satisfactory to the Owner.

OR

[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.
- 2) 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.

- 3) Uses of ribbon, chicken wire, rebar, rope, and wooden barricades as fencing is prohibited.
 - 4) Fencing shall be maintained by the Constructor in an "as-installed" condition throughout the life of the project.
 - 5) The Constructor may use used fencing provided it is in good condition and is satisfactory to the Owner.
- f. Protecting Existing Vegetation: **[Retain applicable articles below or type Not Applicable]**
- 1) Protection and compensation for damages:
 - i. 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.
 - ii. 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.
 - 2) Plants within work area designated for removal shall be removed by Constructor.
 - 3) 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.
 - 4) 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.
 - 5) 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 -inch 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 topsoil.
 - 6) 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.
 - 7) 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.
 - 8) Constructor shall repair tire ruts and other damages to existing lawn areas. Repairs shall match surrounding area
- g. Restroom: **[Retain applicable restroom paragraph "1)" below.]**
- 1) 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.

OR

- 1) 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 or type Not Applicable]**

[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.
- 2) 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 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.
- 2) 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.
- 2) 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.
- 3) 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: **[Select appropriate article or if Temporary ventilation is not required, type Not Applicable]**

[For non-UIHC projects use the following]

- 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.

[For projects at UIHC use the following]

- 1) Refer to Infection Control Risk Assessment (ICRA) Project Requirements, specification section 01 35 33.

j. Utilities: **[Retain applicable utilities paragraph below and edit as necessary or type Not Applicable]**

- 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 – UIU). 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.

OR

- 1) Electricity, Steam, Domestic Water, Sewer, Fire, and Chilled Water can be obtained from existing utilities at locations designated by the Owner's Representative. The following rates will be used for the duration of the construction contract:

i. FY 21-22 Utility Rates **[Select Main Campus or Oakdale Campus]**

Main Campus:

Electricity	Steam	Water	Chilled Water
KWH	MMBTU	Mgal	MMBTU
\$ 0.0978	\$ 17.4164	\$ 6.5424	\$ 26.2894

Oakdale Campus:

Electricity	Steam	Water	Chilled Water
KWH	MMBTU	Mgal	MMBTU
\$ 0.1679	\$ 25.3512	\$ 12.8617	\$ 40.4424

- ii. Billings for services shall be submitted to the Constructor and payments for services will be deducted from the construction contract via deductive change order.
- 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 – UIU). 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.

k. Internet Access: **[Include on projects as deemed appropriate or type Not Applicable].**

- 1) The Constructor shall pay cost of any temporary internet service. Contact UI Enterprise Infrastructure for University service. 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.

l. Storage of Materials: **[Include on projects as deemed appropriate or type Not Applicable].**

- 1) 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.

[Use the following paragraph as directed by the Project Manager, when the building or major parts of a building will be turned over to the Constructor.]

m. Tenant Space Agreement: **[Include on projects as deemed appropriate or type Not Applicable.]**

- 1) If the Constructor elects to use **[Name of Building and Quantity of Rooms]**, the Constructor will be responsible for those premises for the duration of the project or occupancy. The Constructor agrees to the following conditions:
 - i. The Constructor agrees not to make any structural alterations to the space.
 - ii. The Constructor further agrees to care for and maintain the premises in a clean and safe condition and will take reasonable steps to protect the Owner's property, and securely lock the premises when unoccupied. The Constructor understands that the use of the space is for temporary purposes only, for administration office use during the project, and will take care to prevent unreasonable disruption or disturbance of the normal activities of other occupants.
 - iii. The Constructor will be responsible for all telephone charges and utility hook-ups and their related costs, and all maintenance of the premises.
 - iv. The Constructor agrees to surrender the premises and any of the Owner's property, in a clean and undamaged condition upon completion of the project, voluntary termination of occupancy, or if so, notified by the Owner under the following sections. The Constructor will return any keys to the Owner.
 - v. The Constructor understands and agrees that the Owner has the right to enter the premises (with reasonable notice) for purposes of inspection or maintenance. The Owner has the right to demand surrender of the premises, if, in the sole opinion of the Owner, the Constructor fails to remedy any situation under the Constructor's control, which jeopardizes the Owner's property or presents a safety hazard to the Owner's employees, students or the general public.
 - vi. For the purpose of surrendering the premises due to a request or demand by the Owner, or as voluntarily determined by the Constructor, each party shall provide to the other, a minimum of seven (7) days' notice.
 - vii. The Constructor agrees to indemnify and hold the Owner harmless for any claims for property damage or bodily injury resulting from the actions of the Constructor, Constructor's employees, agents, or invitees; such claims resulting from the Constructor's occupancy of the described space.

7. MODIFICATIONS TO THE GENERAL CONDITIONS AND THE INSTITUTION REQUIREMENTS

a. Modifications to the General Conditions:

- 1) Reference: General Conditions, Article 1

Replace Article 1.1 with the following:

- 1.1 The Form of Agreement - Section 00 52 13 Form of Agreement between Owner and Constructor may be found at
<https://www.facilities.uiowa.edu/projects/contractors>

[PM shall review and approve any modifications, Insert "None" if not applicable].

- 2) Reference: General Conditions, Article 3 **[Omit item 2 completely if not applicable. Shall be included on all projects with construction estimates of \$1,500,000 or more.]**

Insert new Article 3.11.1.1 to read as follows:

- 3.11.1.1 In addition to the Constructor's safety program, the Constructor shall enroll this project in WORKSAFE, the Iowa Occupational Safety and Health Administration (IOSHA) and Master Builders of Iowa (MBI) safety recognition program. The Owner is committed to encouraging construction site safety and Constructor work practices that maximize hazard prevention. The Constructor's safety representative shall coordinate and schedule WORKSAFE visits, verify the onsite safety surveys have taken place and ensure the survey reports are issued to its Subcontractors and the Owner. Details and requirements of the WORKSAFE program may be found at <https://www.mbi.build/our-services/safety/worksafe/>

- 3) Reference: General Conditions, Article 10 **[Omit item 3 completely if not applicable. Shall be included on all projects with construction estimates over \$2,000,000.]**

Delete Article 10.3.1 – 10.3.5 and insert new Article 10.3.1 to read as follows:

- 10.3.1 The Constructor shall purchase and maintain Builder's Risk Insurance as outlined under Article 5 in Section 00 74 13 Project Requirements.

- b. Modifications to the Institution Requirements: **[PM shall review and approve any modifications, Insert "None" if not applicable].**

- 1) Reference: Institution Requirements, Article 2.11 **[Omit item 1 completely if not applicable. This modification shall be used on all projects at UIHC.]**

Insert new Article 2.11.1 as follows:

- 2.11.1: Fire Extinguisher Inspection Log shall be completed and maintained by the Constructor for the duration of the project. The form may be found at
<https://www.facilities.uiowa.edu/projects/contractors>

- 2) Reference: Institution Requirements, Article 2.15 **[Omit item 2 completely if not applicable. This modification shall be used on all projects at UIHC.]**

Replace Article 2.15 as follows:

- 2.15 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.

- 3) Reference: Institution Requirements, Article 2.16 **[Omit item 3 completely if not applicable. This modification shall be used on all projects at UIHC.]**

Replace Article 2.16 as follows:

2.16 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.

- 4) Reference: Institution Requirements, Article 2.17 **[Omit item 4 completely if not applicable. This modification shall be used on all projects at UIHC.]**

Replace Article 2.17 as follows:

2.17 Constructor shall be responsible for all “false fire alarm” activities due to negligence on its behalf. All costs associated with fire department and/or UIHC Safety and Security responses will be deducted from the contract total via deductive change order. Minimum charge per incident - \$1,460.00.

- 5) Reference: Institution Requirements, Article 3.8.2 **[Omit item 5 completely if not applicable. This modification shall be used on all projects at UIHC.]**

Replace Article 3.8.2 as follows:

3.8.2 The Service or Equipment Interruption Request shall be completed by the Constructor no less than ten (10) working days before work begins. The University of Iowa document may be found at <https://www.facilities.uiowa.edu/projects/contractors>

- 6) Reference: Institution Requirements, Article 4 **[Omit item 6 completely if not applicable. This modification shall be used on all projects consisting of 120 calendar days or LESS.]**

Replace Article 4.1 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 reviewed **[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.

- 7) Reference: Institution Requirements, Article 7 **[Add if using Submittal Exchange, as directed by the Project Manager]**

Insert new Articles 7.4.5 and 7.4.6 as follows:

7.4.5 The Constructor shall submit all required Shop Drawings and product data via Submittal Exchange, a website service designed for transmitting submittals between construction team members, as outlined in Specification Section 01 33 23 – Submittals.

7.4.6 Construction correspondence (Meeting Minutes, Reports, Daily Logs, Schedules, and Punchlists) shall be transmitted through Submittal Exchange. As-Built Documents shall not be transmitted through Submittal Exchange.

- 8) Reference: Institution Requirements, Article 7 **[Omit item 8 if not applicable.]**

Insert new Article 7.5.3 as follows:

7.5.3 The MEPT (Mechanical, Electrical, Plumbing, & Technology), Architectural and Structural design BIM models (Revit version 2017) will be provided to the Constructor at the Constructor's request at the beginning of the project for coordination purposes only. The design models provided should not be considered

a part of the contract documents. Differences may exist between the design BIM models and corresponding hard-copy contract documents. In the event that a conflict arises between the hard-copy contract documents and the design BIM models, the hard-copy documents shall govern. Constructor is responsible for determining if any conflicts exist. Multiple modeled systems not limited to MEPT are placed for two-dimensional printed clarity and should not be considered actual routing or location. Refer to 00 73 13 Institution Requirements, Article 7.5 Construction Documents and Project Information Use.

8. MISCELLANEOUS

- a. Permits: **[Permits for work on University of Iowa property are typically not required. However, permits are necessary for work on or along other Owner's property. List required permits here or type Not Applicable]**

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.

- b. Project Signage: **[Edit as directed by PM/CM]**

- 1) The Constructor is responsible for maintaining the Owner required signage for the Project.
- 2) All sign locations shall be as directed by the Owner.
- 3) The Constructor shall furnish, install, and maintain all required signage for the duration of the Project:
- 4) The following signage information is provided within the Contract Documents and/or is available on the Contractor page of the Owner's website.

- i. Project Identification Sign(s) **[Design Professional shall develop sign details and locate on Site Plan for all projects]**

1. Constructor shall fabricate sign(s) per detail included in the Contract Documents.
2. Constructor shall install sign(s) per Site Plan included in the Contract Documents.

- ii. UIHC Negative Air Machine Log **[for UIHC only, as applicable]**

1. Template available on Owner's website.
2. Constructor shall print and provide a sleeve for form to be maintained on site.

- iii. UIHC Daily Infection Control / Life Safety Risk Assessment Checklist **[for UIHC only, as applicable]**

1. Template available on Owner's website.
2. Constructor shall print and provide a sleeve for form to be maintained on site.

- iv. UIHC Interim Infection Control Measures Class Identification Sign(s) **[for UIHC only, as applicable]**

1. **[Choose Class(es) as applicable]** Class II, Class III, Class IV
2. Templates available on Owner's website.
3. Constructor shall print, laminate, and install sign(s).

- v. UIHC Fire Extinguisher Inspection Log **[for UIHC only, as applicable]**

1. Template available on Owner's website.

2. Constructor shall print and provide a sleeve for form to be maintained on site.
- vi. Construction Site - No Admittance Sign(s)
 1. Template available on Owner's website.
 2. Constructor shall print, laminate, and install sign(s).
- vii. Fire Watch Ongoing – No Admittance Sign(s)
 1. Template available on Owner's website.
 2. Constructor shall print, laminate, and install sign(s).
- viii. Not an Entrance – Use Other Door Sign(s)
 1. Template available on Owner's website.
 2. Constructor shall print, laminate, and install sign(s).
- ix. Wipe Shoes Before Exiting Sign(s)
 1. Template available on Owner's website.
 2. Constructor shall print, laminate, and install sign(s).
- 5) The Constructor is responsible for assuring the signage remains visible and in good condition throughout the project. This includes:
 - i. keeping the areas in front of the signage clear at all times.
 - ii. relocating the signage when there are changes due to construction requirements, phasing, or other changes that impact the sign location.
 - iii. replacing the signage when the signs become damaged or soiled.
- 6) All temporary signage shall be removed by the Constructor as directed by the Owner's Representative.
- c. Geotechnical Report: **[Modify verbiage or type Not Applicable.]**
 - 1) 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.
- d. Coordination Drawings: **[Include as directed by the Project Manager or type Not Applicable. Use 180 for non-UIHC projects and 60 days for UIHC projects.]**
 - 1) Within **[One Hundred and Eighty (180)] or [Sixty (60)] days** of Notice to Proceed provide coordination drawings for the integration of the Work, including work first shown in detail on the shop drawings or product data. Show sequencing and relationship of separate units of work, which must interface in a restricted manner to fit in the space provided, or function as indicated.
 - i. Show the interrelationship of components shown on separate shop drawings.
 - ii. Indicate required installation sequences.
 - iii. Call attention in advance to the Design Professional of any dimensional or detail information needed to complete the coordination drawings.

- 2) Constructor shall provide and submit coordination Shop Drawings depicting all detailed assemblies for the respective architectural, mechanical, and plumbing, fire protection and electrical fixtures, fittings, devices, etc. as may penetrate the ceiling; and indicate all necessary modifications for review and approval. All above ceiling systems and ceiling device layouts shall be coordinated using the Architectural Reflected Ceiling Plans. The Coordination Shop Drawings shall be coordinated between all trades before being submitted by the General Constructor.
- 3) Provide coordination shop drawings indicating all trades, including structural components, and electrical items for all congested areas.
 - i. The Coordination drawings shall demonstrate how the components will be installed and how the service area is to be maintained to such items as valves, dampers, and coils necessary for the overall system installation and coordination. The scale of the coordination shop drawings shall be large enough to identify all elements, but not less than $\frac{1}{4}" = 1' - 0"$. The coordination drawings shall be on CAD, AutoCAD (current addition), printed out color coded by trade on single sheet for each Work area. Constructor shall submit four (4) color copies of the coordination drawings for Design Professional and Owner review.
- 4) Each Constructor/Subcontractor responsible for items of work located in or above ceilings, shafts, and in equipment rooms, shall participate in preparing coordination drawings.
- 5) Coordination drawings shall show the layout and location of the following:
 - Plumbing
 - Fire Protection
 - Mechanical Equipment
 - HVAC Equipment
 - Ductwork
 - Fire, Smoke and Balancing Dampers
 - Fire and Smoke Partitions
 - Lighting Fixtures
 - Main Conduit
 - Structural Elements
 - Cable Trays
 - Pneumatic Tube (as applicable)
 - Medical Gas (as applicable)
 - Fixed Equipment (as applicable)
- e. Mock-up Requirements: **[Include on projects as deemed appropriate or type Not Applicable]. [Confirm if any connection to MEP Cx and/or BECx specification sections shall be included here.]**
 - 1) All mock-ups specified herein, under other sections of the Specifications, and shown on Drawings will be reviewed and approved by the Design Professional. Replace or reconstruct mock-ups not accepted in part or in total, with the extent of the replacement or reconstruction being at the discretion of the Design Professional. The Constructor shall carry forth mock-up replacement or reconstruction until Design Professional's acceptance is obtained. Mock-up costs, including as many replacements or repeated reconstruction as necessary to gain Design Professional's acceptance, shall be included in the Contract Sum.
 - i. Coordinate work of trades, and schedule elements to expedite the fabricating, furnishing and installation of multiple component mock-ups specified herein, under other sections of the Specifications, and as shown on Drawings. Each trade is responsible for performing their portion of the work, and with the personnel who responsible for that portion of the work in the Project.
 - ii. Submit shop drawings including, but not limited to, materials, component plans, elevations and section views, assembly methods, joint details, fastening methods, accessory and hardware locations, schedule of finishes, termination conditions and conditions of interface with adjacent materials, and coordination of the work of different sections included in the mock-up.
 - a) See Section 01 33 23 - Submittals, for submittal procedures.
Submit full size sections when needed for clarity.

- b) Clearly indicate relationship to other work.
 - c) Begin fabrication only after shop drawings for that work have been accepted by the Design Professional.
 - iii. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes. The work of each trade will be performed by person(s) scheduled to perform the same type of work on the permanent building. Construct mock-ups at locations indicated on Drawings or, if not indicated, at locations as directed by the Owner.
 - iv. Accepted mock-ups shall be a comparison standard for the remaining Work. Where mock-up has been accepted by Design Professional and is specified in product specification sections to be removed, remove mock-up and clear the area when directed to do so.
- 2) Room Mock-up Requirements **[Include on projects at UIHC].**
 - i. Mock-up rooms, areas and items are intended to establish review of basic quality control measures. It is the intent of the mock-up requirements that as much as possible of the room be completed in situ. In situ items shall be in like new condition when the work is complete, or they will be rejected. The determination of condition will be at the discretion of the Design Professional.
 - ii. The following rooms, areas and items shall be mock-ups:
 - a) _____
 - b) _____
 - c) _____
 - iii. All materials, equipment and trades required to complete mock-up room, areas and items. All materials shall be post shop drawing or submittal prior to mass production or ordering.
 - iv. The review is identified for distinct scheduled assemblies/rooms and does not preclude other quality control, or a verification measure identified in the project but is to be a supplement to those quality control measures.
 - v. The Architect and the Owner will indicate a specific room to be mock-up up for review and approval prior to the erection of the remainder of the rooms of that category.
 - vi. Upon selection of the specific room, the Constructor shall coordinate with the Owner to develop a plan to sequence the construction of the mock-up for proper construction and finish reviews and approvals prior to start of any like work. The mock-up will be tested to a Punch-list situation when each set is reviewed and approved prior to moving to the next step.
 - vii. The work will commence in the other project rooms of that type only upon approval by the Owner and Architect of the first room.
 - viii. Initial Mock-up room may remain in place and be finished as a working room in the completion of the project.
 - ix. Consisting of review of specific rooms. The review process identified is to establish quality control on multiple rooms and is broken down into review steps. Additional review steps may be required for rooms similar in configuration or intent (i.e. a room with a structural column or door placement different, opposite hand or mirror image or other minor or major variations). The following review items shall take place with written authority to proceed from the Architect required. The order and detail level of these review items will be as written by the Owner's Representative.
 - a) Review of wall stud placement with all equipment and devices roughed in.

- b) Review of soffits and ceilings with all mechanical, electrical and equipment roughed in.
 - c) Review of installation of doorframe and subsequent hardware preparations.
 - d) Review of floor with all mechanical, electrical and equipment roughed in.
 - e) Review of gypsum wallboard and all base wall materials to receive finishes intersection and adjacency of all rough-in items with modifications as required.
 - f) Review of ceiling grid and gypsum wallboard on soffits (with all associated structural assemblies) and all base materials to receive finishes. The intersection and adjacency of all rough-in items with modifications as required.
 - g) Review of tape joints in gypsum wallboard, all surfaces and products or items to receive a finish for the acceptability of sand finish and finish preparation and ceiling finishes/materials.
 - h) Review of floor finishes, wall finishes and their intersection with themselves, and other dissimilar materials with emphasis upon the quality of installation of each product.
 - i) Review of finishes including painting, ceiling tiles and trim, flooring and base, window shades, and tiling/solid surface detailing.
 - j) Review of plumbing fixtures and associated trim. Review of electrical and data outlet locations and details.
 - k) Review of custom casework and Owner supplied furniture system with associated devices.
- f. Existing Roof Warranty Requirements: **[Include for existing roofs or type Not Applicable]**
- 1) Owner has an existing roof warranty on roof of [REDACTED] and is included as an appendix to 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:
- g. Constructor Worker Identification: **[Include on projects as deemed appropriate or type Not Applicable]**
- [Include the following requirement on Housing, CCOM, and any other project as directed by PM]**
- 1) 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]**
- 1) All on-site workers (General Constructor, subcontractors and sub subcontractors) shall participate in the following worker identification program:
 - 2) 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.
 - 3) Constructor shall submit the following to the Owner within 14-days following receipt of the "Notice of Award":

- i. List of names for each employee that will be onsite.
 - ii. Digital photo of each employee.
- h. Constructor Criminal Background Check, CMS COVID-19 Health Care Staff Vaccination Requirements, Services Orientation, Photo Identification Badge and Project Site Security Access: **[Include on UIHC projects or type Not Applicable].**
 - 1) The Constructor's and its subcontractors' on-site personnel, including temporary labor or labor from a third-party performing work or delivering material(s) on-site for more than ten (10) days per calendar year at any of the University of Iowa Health Care (UIHC) locations under this Contract, shall successfully complete a criminal background check, be in compliance with the CMS COVID-19 requirements, and pass the Constructor Services Orientation computer-based training, prior to providing any services and gaining access to the project site.
 - 2) All Contractors and Vendors performing work at UIHC for more than ten (10) calendar days per calendar year should complete the following process in order to obtain a badge. If the individual will perform work fewer than ten (10) days per calendar year and are not badged, they will be required to be escorted by a badged individual at all times while working within UIHC facilities.
 - 3) Criminal Background Check Process
 - i. The Background Check process will be managed through Gatefeed (www.gatefeed.com, (312) 467-9884, or support@gatefeed.com) and is required every two years. Individuals should begin the renewal process in advance of the expiration date for their badge to ensure access is not revoked.
 - ii. Each vendor will need to designate a Gatefeed Administrator. To become an Administrator:
 - a) Log into Gatefeed at <https://app.gatefeed.com/sessions/new>.
 - b) Click "Create an Account", complete steps 1 – 3, and set security questions.
 - c) Send an email to support@gatefeed.com to request to be set up as vendor's Administrator.
 - d) Administrator will receive notification when set up has been completed. Administrator shall call Gatefeed to receive tutorial. Must be logged into Gatefeed account prior to calling in – must mention this is for University of Iowa Health Care.
 - iii. Background checks must meet the standards below. Any individual whose background check does not meet the stated criteria will be non-compliant and will be unable obtain a badge for access to UIHC.
 - a) Acceptable Designations:
 - 1. 00 – Clean Record, nothing found
 - 2. 01 – One or more non-violent misdemeanors found
 - iv. Individuals must have their own unique username and password to take the Orientation. This can be assigned by the Employer or selected by the Individual.
 - 4) Services Orientation
 - i. The Services Orientation is a computer-based training that is required every two years and may be taken at any computer, tablet, or cell phone with internet access.

- ii. The computer-based training is available in both English and Spanish. Specific version must be chosen at time of purchase.
 - iii. Allow approximately 75 minutes to complete orientation.
 - iv. Contact Gatefeed for information on managing individuals within the system.
- 5) CMS COVID-19 Health Care Staff Vaccination Rule Requirements (effective February 10, 2022).
- i. In adherence to the Centers for Medicaid and Medicare (CMS) Federal Mandate, individuals performing work at UIHC or Wendell Johnson Speech and Hearing Center for more than ten (10) calendar days per calendar year shall have their vaccination or exemption documented by following one (1) of the compliance paths below:
 - a) Documentation of the following should be uploaded to the ETS module of Gatefeed (required forms will be provided for items 2. and 3. below):
 - 1. Proof of COVID-19 vaccination (either 2-shot or 1-shot series). Booster is not required at this time.
 - 2. Attestation for a Religious or Strongly Held Belief exemption (signed by individual).
 - 3. Medical exemption (signed by a licensed medical practitioner).
 - ii. If the individual is not vaccinated and needs a temporary delay of vaccination compliance due to a medical condition, a delay in compliance may be granted by the Owner.
- 6) Photo Identification Badge:
- i. Individuals who meet all requirements may obtain their badge at Capital Management, located in the subbasement of Hospital Parking Ramp 3, Monday through Thursday between the hours of 8 am and 11 am and 1 pm and 3 pm. For additional information, call (319) 356-2330.
 - a) Individuals must have the following to obtain a badge:
 - 1. Passed the Background Check.
 - 2. Passed the Services Orientation
 - 3. Documentation of CMS COVID-19 Compliance
 - 4. Valid Driver's License
 - ii. A photo of an individual will be taken, and badge will be granted.
 - iii. UIHC Capital Management Staff will verify completion of Background Check, Services Orientation, and Compliance with CMS COVID-19 requirements, if applicable, prior to handing out a Photo Identification Badge.
 - iv. All individuals shall wear their photo identification badge at the breast pocket or lapel level with their photo and name facing forward, immediately visible to others when on UIHC property. Badges shall be clipped on; lanyards are prohibited. Anyone not wearing a photo identification badge while on UIHC property will be asked to leave the facility until such time that the photo identification badge is properly displayed on the individual.
 - v. The Owner may revoke a photo identification badge at any time and for any reason.
 - vi. Photo Identification Badges expire two years from the date an individual

successfully passes the Contractor Services Orientation. Individuals should begin the renewal process in advance of the expiration date for their badge to ensure access is not revoked.

7) Project Site Security Access:

- i. The Constructor shall complete the UIHC Contractor Access Request form for individuals that have successfully obtained a badge and require security access to the project site for Owner review and approval. The form is located at https://www.facilities.uiowa.edu/sites/www.facilities.uiowa.edu/files/uihc_contractor_security_access_request_0.pdf
 - ii. Individuals properly badged that do not obtain project site security access may only enter project sites by being escorted into a secure project site by the Constructor.
 - iii. Individuals with badges prior to commencement of the project will retain security access assigned to their badge at the time the security access for this project is added to their badge.
 - iv. The Constructor shall be responsible for managing security access rights of all individuals working on this project and 1) shall ensure badges are returned to the Owner when an individual is no longer associated with a company involved with this project and 2) shall ensure project site security access is removed from an individual's badge when an individual completes their work associated with this project.
 - v. The Constructor shall ensure security access rights are removed immediately when an individual loses their badge.
 - vi. The Constructor shall update the UIHC Contractor Access Request form at any time during the project upon request by the Owner.
- i. Utility Rebate Requirement: **[Include on projects with energy conservation measures (ECM) or rebate eligible equipment or type Not Applicable].**
- 1) The Constructor, Subcontractor(s), and Equipment Supplier(s) 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 Energy Conservation Measures.

END OF SECTION

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