

INSTITUTION REQUIREMENTS

THE UNIVERSITY OF IOWA

TABLE OF ARTICLES

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ARTICLE 1 – OWNER'S REPRESENTATIVE

- 1.1 The Owner's Construction Manager:
 - 1.1.1 The Owner's Construction Manager shall be an employee of the Owner assigned to provide on-site liaison between the Constructor and the Owner.
- 1.2 The Owner shall issue Sales Tax Exemption Certificates upon receipt of the Subcontractor List from the Constructor.
- 1.3 Before the start of construction, the Owner's Construction Manager will schedule a preconstruction meeting to discuss requirements in the performance of the Contract. The Constructor shall be represented at this meeting by the Project Manager, the Project Superintendent and the Constructor's subcontractors.
- 1.4 The Owner's Construction Manager will schedule Work progress meetings that shall be attended by representatives of the Constructor, the Project Manager and Project Superintendent, and appropriate Subcontractors. Material suppliers shall attend status meetings if required by the Owner.

ARTICLE 2 – SAFETY OF PERSONS AND PROPERTY

- 2.1 The Work shall be governed by applicable provisions of the general law, including the latest amendments of the following:
 - 2.1.1 William-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596.
 - 2.1.2 Part 1910 - Occupational Safety & Health Standards, Chapter XVII of Title of 29, Code of Federal Regulations.
 - 2.1.3 Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.
- 2.2 The Constructor shall comply with provisions of Chapter 88 of the Code of Iowa pertaining to Occupational Safety and Health Administration (OSHA) entrance and inspections which states that the State Labor Commissioner or State Labor Commissioner's representative upon presenting appropriate credentials to the Owner, operator, or agent in charge, is authorized:
 - 2.2.1 to enter without delay and at reasonable times a factory, plant, establishment, construction site, or other area, work place or environment, where work is performed by an employee of an employer; to inspect and investigate during regular working hours and other reasonable times, and within reasonable limits, and within a reasonable manner, any such place of employment and all pertinent conditions, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any such employer, Owner, operator, agent or employer.

- 2.3 The Contractor and Its Subcontractors shall comply with any health safety measures required by the Owner. Such requirements may change from time to time, at the discretion of the Owner. The Owner's Representative shall provide the Contractor with reasonable notice.
- 2.4 The Constructor is responsible for conducting a safety program and/or precautions on the project site that assures Work on the site is conducted in accordance with all guidelines and requirements of OSHA and other applicable laws, building and construction codes, and sound construction practice. The Constructor shall prepare, implement and enforce a project safety plan for the purpose of maintaining a site where Work is conducted in a safe manner. A copy of the safety program shall be maintained on site at all times or at a location determined by the Owner.
- 2.5 The Constructor's superintendent shall have an OSHA 30 Hour certificate. Proof of certification shall be submitted prior to commencement of any Work.
- 2.6 The Constructor shall promptly report in writing to the Owner all incidents as defined by OSHA as recordable and all near miss incidents arising out of or in connection with the Work, which causes death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. If death, serious personal injuries, or serious property damages are caused, the incident shall be reported immediately by telephone or messenger to the Owner. All other incidents shall be reported to the Owner within 24 to 48 hours.
- 2.7 The Constructor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Constructor.
- 2.8 Absolutely no alcoholic beverages or use of drugs shall be permitted on the site.
- 2.9 The University of Iowa is a smoke-free and tobacco-free campus. Cigarettes, Cigars, Electronic Cigarettes (e-cigarettes), Chewing Tobacco, Smokeless Tobacco, Snuf, Snus, Pipes, Water Pipes (Hookahs), Bidis and Kreteks are prohibited on campus effective August 24, 2015.
- 2.10 The Owner's Representative, may, by written notice, require a Constructor to remove from involvement with the Work, any of Constructor's personnel or the personnel of its Subcontractors of any tier whom the Owner's Representative may deem incompetent, careless, or a hindrance to proper and timely execution of the Work. The Constructor shall comply with such notice promptly, but without detriment to the Work or its progress.
- 2.11 Constructor shall provide fire protection during the construction period. Provide at least U.L. listed multipurpose dry chemical fire extinguisher (4A60BC) rating on each floor and/or one (1) for every 3000 sf and 75 linear feet of travel, whichever is greater, and shall be inspected monthly and annually, tagged, tracked, and documented on site. Fire extinguishers shall be mounted on a stand or hung on a wall. This requirement is in addition to the Owner's present equipment.
- 2.12 Preparation of flammable compounds inside the building is prohibited.
- 2.13 The use of temporary direct-fired heating units is prohibited.
- 2.14 Gasoline and other flammable and volatile fluids having low flash points and ignition temperatures shall not be stored or handled in the building except in UL listed safety cans with secondary containment. Reserve flammable liquids in barrels should be stored well away from the structure and kept under lock and key. Constructor must notify Owner prior to storing these fluids onsite.
- 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. 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, which are complete and no longer valid, shall be kept by the Constructor and shall be available for review by the Owner and its insurer. Hot Work Permits may be obtained from the Owner.
- 2.15.1 The University of Iowa internet-based training program is located at the following link <https://uiowa.edu/riskmanagement/hot-work-program#Training>
- 2.15.2 Hot Work is defined as any operation that produces a flame, heat or sparks such as, but not limited to welding, abrasive cutting, soldering, grinding, torch work, and brazing activities.
- 2.15.3 The program is intended to reasonably reduce the risk of injury and loss by fire caused by hot work activities.

- 2.15.4 The program requires those who engage in hot work operations to comply with University of Iowa policies, which incorporates National Fire Protection Association (NFPA) recommendations and OSHA standards.
- 2.15.5 The Hot Work Program prohibits hot work activities in/on University facilities, until specific safety precautions are taken, and the Work has been properly authorized by the issuance of a Hot Work Permit.
- 2.15.6 The Constructor is responsible for ensuring that employees and subcontractors have completed the University of Iowa Hot Work internet-based training course and are adequately trained in all aspects of conducting Hot Work safely.
- 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, Risk Management or its designees, may monitor Hot Work Permit issuance and site work conditions for compliance.
- 2.17 Constructor shall be responsible for all "false fire alarm" activities due to negligence on its behalf. All costs associated with fire department responses will be deducted from the contract total via deductive change order. Minimum charge per incident - \$1,460.00.
- 2.18 Lockout/Tag-out shall be as follows:
 - 2.18.1 In situations where the Owner's equipment must have Lockout/Tag-out to ensure the safety of the Constructor's personnel, the Lockout/Tag-out shall be performed in accordance with established Iowa Occupational Health and Safety (IOSA) regulations and University of Iowa procedures.
 - 2.18.2 The Lockout/Tag-out of any equipment shall be coordinated with the effected maintenance personnel.
 - 2.18.3 The Constructor shall not remove any University of Iowa Lockout/Tag-out devices without written authorization from the person(s) who installed the Lockout/Tag-out device.
- 2.19 University manhole and vault access authorization shall be as follows:
 - 2.19.1 Access to University owned manholes and vaults is restricted to authorized personnel. Access authorization must be obtained and scheduled seven (7) calendar days in advance with the Owner's Representative.
 - 2.19.2 Representatives from The University of Iowa – Utility Operator or Information Technology Services shall open manholes or vaults and review the safety barriers prior to Constructor entry.
 - 2.19.3 The Constructor is required to secure opening(s) from pedestrian traffic to provide complete protection from any direction.
- 2.20 Hazardous Chemical Risks Right to Know Law: All Work on the Project shall be in accordance with the Iowa Hazardous Chemical Risks Right to Know Law (Iowa Administrative Code 875, Chapter 110);
 - 2.20.1 Owner's Responsibility: The Owner will provide the Constructor with a form entitled "Contractor's Hazardous Chemicals Identification Form". The University of Iowa form may be found at <https://www.facilities.uiowa.edu/projects/contractors>, which lists known hazardous chemicals within the project site and appropriate protective measures to be taken by Constructor employees. The Constructor should sign and return to the Owner. The Constructor shall inform its employees of the Iowa Hazardous Chemical Risks Right to Know Law.
 - 2.20.2 Constructor's Responsibility: The Constructor shall provide a list of known hazardous chemicals that they anticipate will be used on the site as well as other pertinent information relating to employee protection. The form entitled "Contractor's Hazardous Chemicals Identification Form" will be provided electronically by the Owner for reporting this information. The form should be completed and returned to the Owner. A fully signed document will be made available to the Constructor. To comply with Iowa law, this information must be sent via registered mail by the Constructor to the Iowa City and/or Coralville Fire Department. Constructor's Material Safety Data Sheets (MSDS) must be made available to the Owner upon request.
 - 2.20.3 The Constructor shall maintain on site a copy of all Safety Data Sheets (SDS) for all products and materials used on the Project.

ARTICLE 3 - USE OF SITE

- 3.1 The Constructor shall ensure that the Work is at all times performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. Without limitation of any other provisions of the Contract Documents, Constructor shall not interfere with the occupancy or beneficial use of (1) any areas and buildings adjacent to the Work or (2) the Work in the event of partial occupancy. Constructor shall assume full responsibility for any damage to the property comprising the Work or any adjacent areas resulting from the performance of the Work.
- 3.2 Access to construction site is indicated on Drawings and as directed by the Owner's Representative.
- 3.3 Constructor shall maintain access to fire hydrants, free of obstructions and shall provide means of removing mud from vehicle wheels prior to entering streets from the jobsite.
- 3.4 No signs, banners, or flags shall be erected without the written approval of the Owner's Representative.
- 3.5 Only materials and equipment, which are to be used directly in the Work, shall be brought to and stored on the Work site by the Constructor. After equipment is no longer required for the Work, it shall be promptly removed from the Work site.
- 3.6 The Constructor shall coordinate all Work so there shall be no prolonged interruption of existing utilities, systems and equipment of Owner. Any existing plumbing, heating, ventilating, air conditioning, or electrical disconnection necessary, which affect portions of this construction or building or any other building, must be scheduled with the Owner's Representative to avoid any disruption of operation within the building under construction or other buildings or utilities. In no case shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, either intentionally or accidentally, shall not relieve the Constructor from repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- 3.7 The Constructor shall be responsible for locating all existing utilities before Work begins. Utility locates may be arranged through Iowa One Call, 1-800-292-8989 or <http://iowaonecall.com>. When contacting Iowa One Call the Constructor and/or subcontractors shall provide the following information:
- 3.7.1 University of Iowa, Project Name, closest street(s), intersection, or existing building(s) and other descriptions that help define the work site.
- 3.7.2 The Constructor shall confirm utilities and verify exact locations prior to commencing operations. Constructor shall be responsible for existing utilities located within the limits of construction.
- 3.8 The Constructor's scheduled outage/tie-in plan, time, and date is subject to approval by the Owner's Representative. Failure of Constructor to comply with the provisions of this Paragraph shall cause Constructor to forfeit any right to an adjustment of the Contract Sum or Contract Time for any postponement, rescheduling or other delays ordered by the Owner in connection with such Work. The Constructor shall follow the Owner's procedures for all utility outages/tie-ins or disruption of any building system:
- 3.8.1 Operating of all valves, switches, etc., shall be by the Owner's personnel in accordance with Lockout/Tag-out paragraph 2.16. Constructor shall not operate any valve, switch or other control of any existing utility system without prior approval of the Owner.
- 3.8.2 The Constructor shall request in writing an outage/tie-in at least ten (10) calendar days before the outage/tie-in is required.
- 3.9 The Constructor shall establish and maintain a permanent bench mark to which access may be had during progress of the Work, and Constructor shall establish all lines and levels, and shall be responsible for the correctness of such. Constructor shall be fully responsible for all layout work for the proper location of Work in strict accordance with the Contract Documents.
- 3.10 Equipment emissions: 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.
- 3.11 Cleaning:

- 3.11.1 The Constructor shall keep the Work site and surrounding areas free from accumulation of waste materials, rubbish, debris, and dirt resulting from the Work. The Constructor shall be responsible for the cost of cleanup and removal of all construction debris from the premises. The Work site and surrounding premises shall at all times be kept clean, safe, in a workmanlike manner, and shall be in compliance with OSHA standards and Section 01 35 33 Infection Control Risk Assessment (ICRA) Project Requirements when this Section is included in the Contract Documents. The Constructor is responsible for providing and maintaining its own means for refuse transfer. Use of Owner refuse containers is not allowed.
- 3.11.2 The Constructor shall keep the Work site and surrounding areas mowed. Vegetative growth shall be mowed to height of 6 inches or less.
- 3.11.3 Final Cleaning: After all construction activities are complete, the project shall be thoroughly cleaned to a condition suitable for occupancy. The Constructor shall employ experienced workers or professional cleaners for final cleaning of work areas. Cleaning materials utilized shall be appropriate and in accordance with manufacturer's instructions for the surfaces and materials being cleaned. Final cleaning includes, but is not limited to, the following:
- 3.11.3.1 Clean project site. Remove all rubbish, litter, and waste materials from the site. Sweep, power wash, and remove stains from all paved areas. Restore any areas disturbed by construction to the pre-construction condition.
- 3.11.3.2 Thoroughly clean all interior and exterior surfaces, equipment, fixtures, and systems to a dirt-free condition, removing all foreign paint, grease, oil, dirt, stains and other foreign material. Polish glass surfaces taking care not to scratch surfaces. Sweep concrete floors broom clean in unoccupied areas. Remove all labels that are not permanent.
- 3.11.3.3 Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing equipment and fixtures to a sanitary condition.
- 3.11.3.4 Vacuum all carpet surfaces and shampoo carpet as necessary to remove stains.
- 3.11.3.5 Remove dirt and debris from chases and limited access spaces, including plenums, shafts, trenches, attics, vaults, and similar spaces. Clean debris from roofs, gutters, downspouts, and drainage systems.
- 3.11.3.6 All equipment utilized during the construction period must be restored to "like-new" condition.
- 3.12 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. Constructors 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.
- 3.13 Landfill: Dumping or disposal of excavated material or construction related debris 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.

ARTICLE 4 - SUBMITTALS

- 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 prior to the Constructor's third partial payment request. After the second payment has been made, the Owner may withhold further payments until all required Shop Drawings and Product Data have been submitted. If Shop Drawings and Product Data have been submitted but are not found to be in compliance with the Contract Documents by the fourth progress payment request, the Owner may withhold further payments.
- 4.2 Each Submittal shall bear a stamp or specific indication that the Submittal complies with the Contract Documents and Constructor has satisfied its obligations under the Contract Documents with respect to

Constructor's review and approval of that Submittal. Each Submittal shall bear the signature of the representative of Constructor who approved the Submittal, together with the Constructor's name, Owner's name, Project number and title along with the item name and specification section number.

- 4.3 The Constructor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Design Professional or applicable Laws, by a licensed engineer or other design professional.

ARTICLE 5 - TIME

5.1 Commencement, Prosecution, and Completion

5.1.1 The Constructor shall commence Work within five (5) days upon the date of a "Notice to Proceed" from the Owner unless stated otherwise in the Contract Documents.

5.1.2 Before the Owner will issue Notice to Proceed to permit the Constructor to begin Work on site, the Owner shall have received the following documents, properly executed as described in the Contract Documents. The documents are:

5.1.2.1 Form of Agreement

5.1.2.2 Performance and Payment Bonds

5.1.2.3 Insurance Certificates

5.1.2.4 Submittals (as required when Specification Section 01 35 33 - ICRA Project Requirements is part of the Contract Documents.

5.1.3 In the event Constructor fails to provide Owner such documents, Constructor may not enter upon the site of the Work until such documents are provided. The date the Constructor is required to commence and complete the Work shall not be affected by the Owner denying Constructor access to the site as a result of Constructor's failure to provide such documents and Constructor shall not be entitled to an adjustment of the Contract Time or Contract Price as a result of its failure to comply.

5.2 Constructor's Schedule of the Work

5.2.1 The Constructor, within fifteen (15) days after the issuance of the Notice to Proceed, shall prepare and submit for the Owner's and Design Professional's information Constructor's construction schedule for the Work and shall set forth interim dates for completion of various components of the Work and Work Milestone Dates as defined herein. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work, and shall provide for expeditious and practicable execution of the Work. The Constructor shall conform to the most recent schedule.

5.2.2 In the event the Owner's Representative or Design Professional determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Constructor to take corrective measures necessary to expedite the progress of construction, including, without limitation:

5.2.2.1 working additional shifts or overtime

5.2.2.2 supplying additional manpower, equipment, facilities

5.2.2.3 expediting delivery of materials, and

5.2.2.4 other similar measures (hereinafter referred to collectively as Extraordinary Measures. Such extraordinary measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require extraordinary measures is solely for the purpose of ensuring the Constructor's compliance with the construction schedule. The Constructor shall not be entitled to an adjustment in the Contract Sum concerning extraordinary measures required by the Owner under or pursuant to this Paragraph. The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph as frequently as the Owner deems necessary to ensure that the Constructor's performance of the Work will comply with any milestone date or completion date set forth in the Contract Documents. All costs of correction(s) shall be borne by the Constructor deemed responsible.

5.2.3 Supplementation of workforce: Should the Constructor at any time refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to execute the Work promptly and with diligence, or fail in the performance of the Contract Documents, the Owner may have, without prejudice to other remedies, after 48 hours from receipt of written notice to the Constructor, provide any such labor, equipment, and/or materials, and shall deduct the cost thereof from any money due, or thereafter to become due to the Constructor.

5.2.3.1 The 48 hours' notice does not apply to cases of immediate danger to life and health wherein the Owner may act immediately to remedy the situation.

5.2.4 The schedule shall be in a detailed format satisfactory to the Owner's Representative and the Design Professional. If the Owner's Representative or Design Professional has a reasonable objection to the schedule submitted by Constructor, the construction schedule shall be promptly revised by the Constructor. The Constructor shall monitor the progress of the Work for conformance with the requirements of the schedule and shall promptly advise the Owner of any delays or potential delays.

5.2.5 Electronic Construction Schedule: The Constructor shall use a current industry standard (Primavera, Microsoft Project, etc.) project scheduling software, which provides as a minimum: Critical paths, milestones, estimated and actual start and completion dates, scheduled vs. actual progress, and detailed task and subtask breakdown. The following schedules shall be provided as a minimum and kept current: Overall project schedule and minimum three- (3-) week look-ahead.

5.3 Cooperation with Work of Owner and Others

5.3.1 It shall be the duty of each Constructor to whom Work is awarded, as well as all Subcontractors of any tier employed by the Constructor, to communicate immediately with each other in order to schedule Work in a manner that will permit all Constructors to work in harmony in order that Work may be completed in the manner and within the time specified in the Contract Documents.

5.3.2 The Constructor shall not delay another contractor by neglecting to perform its work at the proper time. The Constructor shall be required to coordinate its work with other contractors to afford others reasonable opportunity for execution of their work. Any costs caused by defective or ill-timed work, including actual damages and liquidated damages for delay, if applicable, shall be borne by the Constructor.

5.3.3 Progress schedule of the Constructor for the Work shall be submitted to other Constructors as necessary to permit coordinating their progress schedules.

ARTICLE 6 - PAYMENT

6.1 Schedule of Values

6.1.1 The Constructor shall submit a schedule of values for approval by the Owner prior to the submission of the first pay application. The progress and payment schedule of values shall show the following:

6.1.1.1 Important milestones, which may impact the progress, schedule (such as the anticipated delivery of structural steel, completion of rough in, completion of utility relocations, etc.).

6.1.1.2 Rate of progress proposed by the Constructor in terms of cumulative percent complete.

6.1.2 The Schedule of Values shall include both labor and material dollar values for each of the following items at a minimum:

6.1.2.1 Performance and Payment Bond

6.1.2.2 Project Startup and Mobilization

6.1.2.3 General Requirements

6.1.2.4 Insurance Requirements

6.1.2.5 Project Closeout / Closeout Requirements

6.1.2.6 All applicable specification subdivisions shown in the Table of Contents of the Project Manual for each of the following categories:

- 6.1.2.6.1 Building Foundation
 - 6.1.2.6.2 Lowest level of the facility
 - 6.1.2.6.3 Each additional level of the facility
 - 6.1.2.6.4 Building Penthouse
 - 6.1.2.6.5 Any special building feature that is not accounted for in the any of the above categories
 - 6.1.2.7 All specification subdivisions shown in the Table of Contents of the Project Manual that pertain to the exterior site.
 - 6.1.2.8 Allowances - include a line item and value for each allowance or unit price item included in the Contract.
 - 6.1.2.9 Commissioning
 - 6.1.2.10 Demobilization
 - 6.1.3 Material values shall include only anticipated bare costs of materials needed for the project and shall not include any markup for overhead or profit.
 - 6.1.4 Labor values for each line item shall include all costs not considered to be material bare costs and shall include the appropriate markup for overhead and profit.
 - 6.1.5 The sum of all itemized values in the Schedule of Values shall be equal to the Contract Price.
- 6.2 Applications for Payment
- 6.2.1 Before the first Application for Payment is approved by the Owner, the Constructor shall submit one (1) signed copy of the following documents. No payment will be processed until all of these documents are received and approved by the Owner's Representative.
 - 6.2.1.1 Reproducible construction schedule
 - 6.2.1.2 Constructor's Schedule of Values
 - 6.2.1.3 List of material suppliers
 - 6.2.1.4 Itemized breakdown of all labor rates for each subcontractor and trade classification using the University of Iowa's form. Overhead and profit shall not be included in the labor rates. The University of Iowa form may be found at <https://www.facilities.uiowa.edu/projects/contractors>
 - 6.2.1.5 Itemized breakdown of anticipated equipment rates (breakout operator rate). Overhead and profit shall not be included.
 - 6.3 The Owner's Representative will, within fourteen (14) days after receipt of the Constructor's Application for Payment, either approve Constructor's Application for Payment for such amount as the Owner's Representative determines is properly due, or notify the Constructor in writing of the Owner's Representative's reasons for withholding certification in whole or in part.
 - 6.4 Applications for Payment submitted by the Constructor shall be on the form approved by the Owner and shall indicate the percentage of completion of each portion of Constructor's Work as of the end of the period covered by the Application for Payment including authorized Change Orders.
 - 6.4.1 The Constructor shall submit its schedule of values and all pay applications for review and approval via the Owner's electronic web based application system, Build UI.
 - 6.5 The period covered by each Application for Payment shall be one (1) calendar month.
 - 6.6 If the Owner is entitled to reimbursement or payment from the Constructor under or pursuant to the Contract

Documents, such payment by Constructor shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Constructor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Constructor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that to which the Owner is entitled from any payment then or thereafter due the Constructor from the Owner, or (2) issue a written notice to the Constructor reducing the Contract Price by an amount equal to that to which the Owner is entitled.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 Permits, Fees and Notices

- 7.1.1 All construction under this contract shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to and will take precedence over local governmental bodies' regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with other applicable local regulations
- 7.1.2 Except for permits and fees, which are the responsibility of the Constructor under the Contract Documents, the Owner will secure and pay for necessary approvals, easements, assessments, and charges required for construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.

7.2 IT Room Access and Surveillance Camera Set Up

- 7.2.1 The IT Confidentiality Statement must be signed by any individual needing to gain access into any IT room, which has active equipment, or if needing to connect to University surveillance cameras. The University of Iowa form may be found at <https://www.facilities.uiowa.edu/projects/contractors>.

7.3 Constructor Daily Reports

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

7.4 Electronic Project Communication Requirements

- 7.4.1 Electronic Project Communications including but not limited to the systems, formats and transmission methods identified in this article and elsewhere in the Contract Documents, will be utilized for this project and may be relied on for purposes of binding information transfer for this Project.
- 7.4.2 All parties agree that transactions may be conducted by electronic means in accordance with the provisions of Chapter 554D of the Code of Iowa.
- 7.4.3 The Constructor shall furnish all computer equipment and provide Internet access for use by its project manager, superintendent and other staff as needed.
- 7.4.4 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.

- 7.4.4.1 This web site will be used to communicate request for information (RFI), instructions to Constructor (ITC) and change authorization requests (CAR).
- 7.4.4.2 If requested by the Constructor, the Owner will schedule a demonstration of the University's in-house software system BuildUI.
 - 7.4.4.2.1 Constructor shall provide the Owner a list of users with current email addresses at time of the demonstration.
 - 7.4.4.2.2 Once addresses have been entered into the system, access codes and passwords will be available to the users.
 - 7.4.4.2.3 Passwords for user accounts to any University System must conform to the University "Enterprise Password Policy" (<https://its.uiowa.edu/hawkid/password>)

7.5 Construction Documents and Project Information

- 7.5.1 Upon receipt of the Notice of Award, Constructor shall email request for Documents to the Owner's printing vendor, CityBlue Technologies, at www.uiowaplanroom.com.
 - 7.5.1.1 The Constructor shall be provided five (5) complete sets of Drawings, Specifications, and Addenda at no cost. Additional sets may be obtained at cost of reproduction.
- 7.5.2 If electronic files are furnished or provided by the Owner to the Constructor for their use in the performance of their Contract, files shall:
 - 7.5.2.1 Be the responsibility of the Constructor to determine if any conflicts exist.
 - 7.5.2.2 Not relieve the Constructor from duty to fully comply with the Contract, including, and without limitation, the need to check, confirm, and coordinate all dimensions and details, take field conditions, and coordinate your Work for the project.
 - 7.5.2.3 Not be reproduced, modified, distributed, republished, downloaded, nor content be transmitted (whole or in part). Any other use or reuse by the Constructor or others shall be at the sole risk and without liability or legal exposure to The University of Iowa.
 - 7.5.2.4 Waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Owner, officers, directors, employees, agents, architects, engineers, or subconsultants, which may arise out of or in conjunction with the use of the electronic files.
 - 7.5.2.5 The electronic files shall not be used by the Constructor for any unlawful or prohibited purpose.
 - 7.5.2.6 Defend, indemnify, and hold The University of Iowa, the State of Iowa, the Board of Regents, State of Iowa, their employees and agents against any and all damages, liabilities, or costs, including reasonable attorney's fees, and defense costs arising out of, or resulting from, the Constructor's use of the electronic files.
 - 7.5.2.7 Not be deemed a sale by the Owner.
 - 7.5.2.8 The Owner makes no warranties; either express or implied, of merchantability and fitness for any particular purpose, and is not liable for any loss of profit or any consequential damages as a result of the Constructor's use of the electronic files.
 - 7.5.2.9 Hold confidential information in strict confidence unless disclosure is required by law or court order.
 - 7.5.2.10 Cease use of confidential information and return it to the Owner or promptly destroy it upon completion of use.

7.6 State Building Code Commissioner Inspections:

- 7.6.1 This project is subject to building inspections by the State Building Code Commissioner.
- 7.6.2 Inspections subject to (but not limited to) the following:

- 7.6.2.1 Work subject to inspection by the State Building Code Commissioner shall remain accessible and exposed for inspection. The Constructor shall provide access to and means for inspection and shall be responsible for the removal or replacement of any material required to allow inspection. When the project is of such size that the inspector will only be able to view one portion of the building at that phase of construction, the Constructor shall request an inspection on the first portion to be constructed before any work subject to inspection is covered or concealed
- 7.6.2.2 It shall be the duty of the Constructor to notify the State Building Code Bureau when work is ready for inspection. Inspections will be conducted by the Bureau between the hours of 8:00 AM and 4:30 PM CT unless other arrangements have been made with the Constructor or the Owner's Representative. Requests for inspections must be made at least forty-eight (48) hours in advance. The Constructor shall notify the Owner Representative when a request is made to the State Building Code Bureau for inspection.
- 7.6.2.3 All base inspection fees for the State Building Code Commissioner will be paid by the Owner. If fees are incurred by the Owner for additional inspections required because the Work was not ready for the scheduled inspection or because Work was not installed in accordance with the Contract Documents and applicable codes, the Constructor will be required to reimburse the Owner via deductive change order to the contract total for all additional fees incurred.
- 7.6.2.4 In addition to the inspections specified above, the State Building Code Commissioner is authorized to make or require other inspections of any Work to ascertain compliance with the provisions of this code and other laws that are enforced by the State Building Code Commissioner.
- 7.6.3 Inspection Violations:
 - 7.6.3.1 After the requested inspections are completed, the State Building Code Commissioner will notify the Constructor and the Owner's Representative of any violations observed. Violations of the applicable codes will be identified in writing with the appropriate code citation. A copy of the violations will be mailed to the Constructor and the Owner's Representative.
 - 7.6.3.2 Any portions of the Work that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the State Building Code Commissioner.
 - 7.6.3.3 Follow-up inspections, to verify that corrections of violations have been completed, will be at the discretion of the inspector.
 - 7.6.3.4 Any violations identified during a final inspection must be corrected before the building will be approved for permanent occupancy. The inspector may approve the building for partial or temporary occupancy depending on the nature and seriousness of the violation and establish a time frame for the correction of the violation(s).
- 7.6.4 Certificate of Occupancy:
 - 7.6.4.1 Buildings subject to this inspection agreement may not be occupied until a Certificate of Occupancy has been issued by the State Building Code Bureau.
 - 7.6.4.2 At the request of the Owner, a partial Certificate of Occupancy or Temporary Certificate of Occupancy may be issued for a definitive area of the building before the completion of the work, provided that such portion or portions are deemed safe for occupancy while the remainder of the work is completed.

END OF SECTION

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