**PROJECT REQUIREMENTS**

**UNIVERSITY OF IOWA HOSPITAL AND CLINICS**

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**ARTICLE 1 – DEFINITIONS**

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

**ARTICLE 2 – MODIFICATIONS TO INSTRUCTIONS TO BIDDERS**

* 1. Instructions to Bidders
     1. Reference: Instructions to Bidders, Article 2 **[Include on all projects.]**

Insert new Article 2.4

2.4 All pre-bid inspections of work areas shall only be permitted after the pre-bid conference. Due to Federal Regulations and the HIPPA Privacy Act**:**

2.4.1 **All bidders must be escorted by the Owners Representative while touring the project site.**

* + 1. The Capital Management Project Manager will conduct only one site tour. All bidders are strongly encouraged to attend the pre-bid.
    2. **HIPPA requires that each site tour participant sign a confidentiality agreement**, to be distributed by the Owner for Constructor review and signature immediately prior to the site tour.
    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.

* + 1. Reference: Instructions to Bidders, Article 9 **[Include on all projects]. [Add any item(s) specific to project.]**

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 two low Bidders may be invited to an interview with the Owner. At such time, the Bidder may be asked to address the following questions, and also may be asked to provide documentary evidence supporting the Constructor’s responses.

9.4.1.1 What experience does the Bidder, and their proposed team for this project, have working within an occupied Level 1 Trauma Hospital, 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)?

9.4.1.2 Has the Bidder, and their proposed team for this project, successfully completed projects in similar inpatient/clinic environments that have included a level of infection control similar to UIHC’s Level IV as defined by section 01 35 33 - Interim Infection Control Measures? Can Bidder supply references from Owners of those projects, if requested?

9.4.1.3 What experience does the Bidder, and their proposed team for this project, have with successfully completing projects of this size and complexity per the projected schedule and contract completion date?

9.4.1.4 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?

9.4.1.5 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?

9.4.1.6 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?

9.4.1.7 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?

9.4.1.8 What is the experience level of the subcontractors, the Bidder plans to utilize with projects within an occupied Level 1 Trauma Hospital, with Level IV Infection Control, of this size and complexity?

9.4.1.9 Has the Bidder ever been debarred from bidding by any public owner, and if so, what were the circumstances?

9.4.1.10 Does the Bidder have an active safety program in place? What is the Bidder’s EMR? What are the IOSHA safety violations for the past year (submit OSHA Summary Form 300A along with OSHA form 300 *Log of Work-Related Injuries and Illnesses.*) Has the Bidder seen an improvement in lost time accidents? Does loss trending show in a positive direction? What kind of control does the Bidder have over safety at their work sites?

**9.4.1.11** **[Add other line items specific to this project.]**

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.

* + 1. Reference: Instructions to Bidders, Article 12. **[No substitution requests shall be considered after bid opening unless all products listed are not available.]**

Insert new Article 12.3 and 12.4 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 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.

**ARTICLE 3 – SUMMARY OF WORK**

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

Alternate 1: **[Insert brief description, but worded well enough to make sense w/o going elsewhere in these documents to find basic detail]**

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

* + 1. Allowances: [Omit if not used – Edit as necessary and remember to INCLUDE **language as needed to support different types of allowances and NO sole source justifications without approval from the Associate Director.]**
       1. Allowances shall include the costs of materials, supplies and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, and unloading and handling at the Worksite, unless specifically stated otherwise. The CONSTRUCTOR'S Overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.
  1. Work by Owner:
     1. **[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.]**
  2. Work Sequence: **[Use only if applicable to project. Examples follow.]**
     1. Constructor shall complete all work identified in Phase 1 by **[Enter date MM/DD/YY or # of calendar days from the receipt of the Notice of Award]**.
     2. Constructor shall complete all work identified in Phase 2 by **[Enter date MM/DD/YY or # of calendar days from the receipt of the Notice of Award]**.
     3. A substantial completion certificate will be issued for each Phase as completed to the satisfaction of the Owner and Design Professional.
  3. Constructor Supervision
     1. The Constructor shall be represented by both a competent full-time project manager and 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.

**[Edit the following two sentences as necessary]**

* + 1. The Constructor’s project manager shall be represented on site from the commencement of Work until the project achieves substantial completion.
    2. The Constructor’s Project Manager and/or Superintendent shall have demonstrated success in completing projects of similar type, complexity and size, and shall provide upon request references from such projects.

**ARTICLE 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. If dates are used, use only dates. Do not mix calendar days and dates.]

* 1. 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 **thirty (30) days** to complete all items on the Punch List and achieve Final Completion.
  2. 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 4.1.1 above and the Contract required insurance certificates.
  3. Special Scheduling Requirements:**[use if applicable to the specific project. Examples follow.]**
     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 outside of regular working hours, which are **[H:MM]** a.m. to **[H:MM]** p.m., Monday through Friday.
     3. Constructor may not commence work in the designated areas until [**MM/DD/YY].**
     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.
     5. Constructor shall coordinate installation of **\_\_\_\_\_\_\_** by a separate contract.
  4. Liquidated Damages: **[Use liquidated damages paragraphs below as recommended by the Project Manager and approved by the Associate or Executive Director. Write dollar amount in words and (numbers). If LDs are used, you must have a deduct bid alternate on the bid form per BOR Policy.]**
     1. SUBSTANTIAL COMPLETION. The Owner and the Constructor agree that this Agreement **[shall / shall not]** provide for the imposition of liquidated damages based on the Date of Substantial Completion.
        1. **[Delete this paragraph if you choose “shall not” above]** The Constructor understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Constructor agrees that if the Date of Substantial Completion is not attained, the Constructor shall pay the Owner \_\_\_\_\_\_\_\_\_ dollars ($\_\_\_) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion. The Owner will deduct and retain out of moneys which may become due hereunder to the Constructor, the amount of such liquidated damages. If the amount due to the Constructor is less than the amount of the liquidated damages suffered by the Owner, the Constructor shall pay the difference upon demand by the Owner. Damages for the following are specifically excluded from this provision:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
     2. FINAL COMPLETION. The Owner and the Constructor agree that this Agreement **[shall / shall not]** provide for the imposition of liquidated damages based on the Date of Final Completion.
        1. **[Delete this paragraph if you choose “shall not” above]** The Constructor understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Constructor agrees that if the Date of Final Completion is not attained, the Constructor shall pay the Owner \_\_\_\_\_\_\_\_\_\_ dollars ($ \_\_\_\_) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion. The Owner will deduct and retain out of moneys which may become due hereunder to the Constructor, the amount of such liquidated damages. If the amount due to the Constructor is less than the amount of the liquidated damages suffered by the Owner, the Constructor shall pay the difference upon demand by the Owner. Damages for the following are specifically excluded from this provision: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
  5. 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 4.4 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **[Preview with Assoc/Exec Director.]**
     2. The Owner and the Constructor shall require similar waivers in contracts with Subcontractors and others retained for the Project.
  6. Award Incentive: **[Use award incentive paragraph below as recommended by the Project Manager and approved by the Associate/Exec Director. Write dollar amount in words and (numbers).] If an Award Incentive is used, you must have an additive bid alternate on the bid form per BOR Policy.**

4.6.1 AWARD INCENTIVE. The maximum incentive amount of **[Written Amount]** Dollars **[($ Amount)]** will be awarded to the Constructor if the project is determined to be **[(Pick One) Substantially Complete/at Final Completion]** (as agreed by the Owner) on or before **[Date]**. 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.

**OR**

* + 1. An incentive of **[Written Amount]** Dollars **[($ Amount)]** will be awarded to the Constructor if the project is determined to be **[(Pick One) Substantially Complete/at Final Completion]** (as agreed by the Owner) on or before the following dates:

Base Bid construction period, less **[x]** days **[insert date]**: Bonus amount **[$]**

Base Bid construction period, less **[xx]** days **[insert date]**: Bonus amount **[$$]**

Base Bid construction period, less **[xxx]** days **[insert date]**: Bonus amount **[$$$]**

Base Bid construction period, less **[xxxx]** days **[insert date]**: Bonus amount **[$$$$]**

* + 1. The incentives are based on the specified completion date and will not be altered or extended, are inclusive of all field conditions, and all changes to the Work by the Owner, errors and omissions, delays by the Owner, Design Professional, and acts of God.
    2. Substantial Completion is based on beneficial occupancy of the space and shall be determined by and will be at the sole discretion of the Owner. If the Owner determines the incentive requirements have been satisfied, the Owner will add the appropriate incentive amount to the Contract by Change Order.
    3. The Owner’s decision on whether or not the incentive was earned will be final, and shall not be subject to the dispute resolution provisions of the Construction Contract.

**ARTICLE 5 – INDEMNITY, INSURANCE AND BONDS**

* 1. Insurance [**FOR PROJECTS WITH CONSTRUCTION ESTIMATE OVER $2M only keep this article. Delete the next article 5.1 and 5.2]**
     1. Each Prime Constructor shall take out insurance policies throughout the construction period as per the following minimum requirements:
        1. 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.
        2. Commercial General Liability insurance covering all operations under the Contract; limits of not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate.
        3. 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.
        4. 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.]**
        5. 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.
           1. The insurance policy shall name the OWNER as an additional insured and loss payee.
           2. 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.
           3. The CONSTRUCTOR shall make available a copy of the policy for viewing by the OWNER upon request.
           4. 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.
           5. 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.
           6. 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.
        6. 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.
        7. 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.
        8. 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 versions more narrow in scope will be accepted. The endorsement form shall be attached to the certificate of insurance submitted to the Owner.
        9. The Constructor shall name the City of Iowa City as additional insured for Work within the City of Iowa City’s public right-of-way.
     2. Constructor shall furnish two (2) copies of Certificate of Insurance to the Owner. Owner's address, for filing Certificates of Insurance, is:

Board of Regents, State of Iowa

c/o Facilities Management – Design & Construction

200 University Services Building

The University of Iowa

Iowa City, Iowa 52242-1922

Or

* 1. Insurance [**FOR PROJECTS WITH CONSTRUCTION ESTIMATE $2M and UNDER KEEP keep this 5.1 AND 5.2. Delete the previous 5.1]**
     1. Each Prime Constructor shall take out insurance policies throughout the construction period as per the following minimum requirements:
        1. 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.
        2. Commercial General Liability insurance covering all operations under the Contract; limits of not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate.
        3. 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.
        4. 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.]**
        5. 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.
        6. 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.
        7. The Constructor shall name the University of Iowa, the Board of Regents, State of Iowa; and the State of Iowa as additional insureds with respect to all operations and work hereunder and shall provide that such insurance applies separately to each insured against whom a claim is made or suit is brought. This insurance afforded to additional insureds is to be primary of any other valid and collectible insurance. The additional insured shall be added under endorsement form CG 20 10 and CG 20 37 or equivalents. No company forms or vicarious liability versions more narrow in scope will be accepted. The endorsement form shall be attached to the certificate of insurance submitted to the Owner.
        8. The Constructor shall name the City of Iowa City as additional insured for Work within the City of Iowa City’s public right-of-way.
     2. Constructor shall furnish two (2) copies of Certificate of Insurance to the Owner. Owner's address, for filing Certificates of Insurance, is:

Board of Regents, State of Iowa

c/o Facilities Management – Design & Construction

200 University Services Building

The University of Iowa

Iowa City, Iowa 52242-1922

* 1. Builder’s Risk Property Insurance **[Keep this article ONLY FOR PROJECTS WITH CONSTRUCTION ESTIMATES OF $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.
        1. The following is intended as a general description of coverage as maintained by the Owner, but it is not a statement of contract. The policy may include additional coverage, exclusions, or other limitations not shown in this description. A copy of the policy is available for review at Design & Construction, 200 University Services Building, The University of Iowa, Iowa City, Iowa 52242-1922 and on the Facilities Management website <https://www.facilities.uiowa.edu/pdc>.
        2. The University of Iowa maintains an " Special Cause of Loss " property policy which generally includes coverage for:
           1. Direct loss by fire, lightning, smoke, wind, hail, water, damage by vehicles, theft, collapse, land/mud slide, earthquakes, explosion (including boilers) and sprinkler leakage.
           2. 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.
     3. The policy provides repair/replacement cost coverage for reconstruction of the same premises of the project and for materials within 1,000 feet. The policy is in excess over other insurance, which must be exhausted before this policy will respond.
        1. Property insured includes real and personal property owned by the insured and personal property of others in our care, custody and control for which the Owner is contractually or legally obligated to insure.
        2. Property not insured includes motor vehicles, money, accounts, bills, deeds, securities, fine arts, jewelry, valuable papers, etc., or property while in transit.
     4. General Exclusions:
        1. War, and nuclear reaction, radiation, and contamination.
        2. Delay or loss of market.
        3. Mysterious disappearance, discovered shortage in inventory or other unexplained loss.
        4. Faulty workmanship, materials, construction or design.
        5. Loss attributable to processing operations.
        6. Deterioration, rust, corrosion, wear and tear, inherent vice or latent defect contamination, pollution, and shrinkage.
        7. Settling, cracking, shrinking, expansion of foundations, pavement, walls, floors or ceilings.
        8. Extremes of temperature or humidity.
        9. Damage from insects, animals, or vermin.
        10. Employee theft, or fraudulent or dishonest acts by any employee or agent of Owner, Constructor, subcontractor, or any entity engaged to provide a service or perform any act in connection with the project.
        11. Loss resulting from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretense.
        12. Loss or damage to the interior portion of buildings under construction from rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls and windows of such building has not been completed.
        13. Fungus, mold, mildew.
        14. Flood.

**ARTICLE 6 – USE OF SITE**

* 1. Care of Project Work Site:
     1. The constructor shall be responsible for maintaining the construction site in a reasonably neat and orderly condition by regular cleaning and mowing of the premises as determined by the Owner’s Representative.
  2. Security:
     1. Provide security and facilities to protect Work, **[and existing facilities,]** and Owner's operations from unauthorized entry, vandalism, or theft.
     2. 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. **[Coordinate with Owner's security program.]**
  3. Access:
     1. Access to construction site shall be as indicated on Drawings and as directed by the Owner's Representative.
     2. **[Describe any other special access requirements if applicable]**
     3. Constructor shall maintain access to fire hydrants, free of obstructions.
     4. Constructor shall provide means of removing mud from vehicle wheels prior to entering streets from the jobsite.
  4. Parking on Campus Policy Intent:
     1. It is the intent of the following University and UIHC parking policies to keep the construction areas as inconspicuous as possible and to keep the hospital grounds and campus attractive and pleasant for the public, patients, visitors and students. The Constructor’s understanding of the policies and cooperation in carrying them out is vital to the successful promotion and preservation of the University of Iowa Hospitals & Clinics.
     2. It is further understood that the University of Iowa Healthcare campus must accommodate pedestrian and vehicular traffic. It is UIHC’s goal, however, to reduce vehicular traffic and to develop a pedestrian oriented campus environment to the greatest degree possible.
     3. The Constructor shall pay for all related parking fees associated with University of Iowa reserved parking lots, ramps, meters and Iowa City and/or Coralville’s ramps and meters. Contact the West Campus Transportation Center Office (319-335-1475) or the Cities of Iowa City and Coralville for fee information.
     4. Parking tickets will be issued in accordance with the policies of the University of Iowa Parking and Transportation Department.
  5. Protecting Existing Vegetation:
     1. Protection and compensation for damages:
        1. 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 the duration of work unless otherwise directed by the Owner's Representative.
        2. 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” in diameter are encountered. Roots exposed and/or damaged during construction shall be immediately cut off cleanly behind exposed or damaged area, and cut surface treated in accordance with established horticultural standards and covered with top soil.
     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 UIHC’s 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.

**[Retain applicable restroom paragraph “6.6” below.]**

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

6.6 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.

**[Retain applicable elevator paragraph “6.7” below and edit as necessary]**

6.7 Elevators: **[Paragraph for New Elevators]**

6.7.1The 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.

6.7.2 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.

6.7 Elevators: **[Paragraph for Existing Elevators used by Owner and Constructor – “Mixed**

**Use”]**

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

6.7.2 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.

6.7Elevators: **[Paragraph for Existing Elevators dedicated to Constructor use only. Requires Exec Director Approval.]**

6.7.1 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.

6.7.2 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.

6.7.3 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.

6.8 Temporary ventilation:

6.8.1 Refer to Interim Infection Control Measures specification section 01 35 33

6.8.2 Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases

6.8.3 When approved in writing by the Owner if existing ventilation is used a minimum of MERV 8 filter must be installed at all return/exhaust ducts.

6.8.4 The use of temporary direct-fired heating units is prohibited.

6.9 Equipment emissions:

6.9.1 Due to nearby air handler intakes, all diesel equipment operating on the construction site must be equipped with exhaust scrubbers. This excludes vehicles used for delivery or removal of materials to and from the construction site. Exhaust scrubbers must be approved by the manufacturer of each piece of equipment. Scrubbers must be installed and maintained per equipment manufacturer’s recommendations. All vehicles are not to idle.

**[Retain applicable utilities paragraph “6.10” below and edit as necessary]**

6.10 Utilities: **[Paragraph for Utilities]**

6.10.1 Drinking water, water required to carry on work, and 120 volt electrical power required for small tool operation may be obtained without cost to the Constructor from existing utilities at locations designated by the Owner’s Representative. Provisions for obtaining power, including temporary extensions, shall be furnished and maintained by the Constructor. Upon completion of work such extensions shall be removed and any damage caused by use of such extensions shall be repaired to satisfaction of the Owner’s Representative, at no cost to the Owner.

6.10.2 Constructor shall provide reduced pressure backflow preventer on all connections to existing water source and shall provide certification documentation for the backflow preventer prior to installation.

6.10 Utilities: **[Paragraph for Utilities]**

6.10.1 Steam, chilled water, domestic water, sewer and electricity can be obtained from existing utilities at locations designated by the Owner’s Representative at the following rates:

6.10.2 **[Insert current U of I Utility Rates – obtain from UEM, Marla Johnson 319.384.2093]** Billings for service shall be submitted to the Constructor by Capital Management and payments for service shall be made by the Constructor by a change order.

6.10.3 Constructor shall provide reduced pressure backflow preventer on all connections to existing water source and shall provide certification documentation for the backflow preventer prior to installation.

6.10.4 Provisions for obtaining power, including temporary extensions, shall be furnished and maintained by the Constructor. Upon completion of the work, such extensions shall be removed and any damage caused by use of such extensions shall be repaired to the satisfaction of the Owner’s Representative, at no cost to the Owner.

* 1. Telephone service:
     1. The Constructor shall pay cost of any temporary telephone service. Contact HCIS Office or U.S. West. Billings for service shall be submitted to the Constructor by the service provider and payments for service shall be made by the Constructor to the service provider.
  2. Storage of materials:
     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.
  3. Universal waste disposal:
     1. 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.
  4. Landfill:
     1. Dumping or disposal of excavated or demolition materials on Owner’s property shall not be permitted. The Constructor shall remove and legally dispose of all excavated and/or waste material resulting from the Work.  The Constructor is responsible for providing its own means for refuse transfer.  Use of Owner refuse containers is not allowed.

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

* 1. Tenant space agreement:**[Retain item “6.15” only if 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:
        1. The Constructor agrees not to make any structural alterations to the space.
        2. 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.
        3. The Constructor will be responsible for all telephone charges and utility hook-ups and their related costs, and all maintenance of the premises.
        4. 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.
        5. 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.
        6. 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.
        7. 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.

**ARTICLE 7 – MODIFICATIONS TO GENERAL CONDITIONS and INSTITUTION REQUIREMENTS**

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

7.1.1 Reference: Institution Requirements Article 2 **[Use paragraph below as recommended by the Project Manager and approved by the Associate/Exec Director].**

Insert new Article 2.15.1 to read as follows:

2.15.1  Full-time dedicated, non-working safety officer on project.  The name of and resume for the Constructor’s designated project-site safety officer shall be provided to the Owner’s Project Manager for review and approval prior to the Constructor starting work at the project site.  The safety officer shall meet all the following and provide evidence thereof:

2.15.1.1 A minimum of an OSHA 30-hour construction hazard recognition certification;

2.15.1.2 Be certified by appropriate licensure or accrediting bodies, if possible, as a competent person in the type of work being performed;

2.15.1.3 First Aid and CPR certified;

2.15.1.4 Experienced in the construction industry in the type of work being performed.

7.1.2 Reference: Institution Requirements Article 2 **[Include on all UIHC projects $500,000 and higher]**

Insert New Article 2.18 to read as follows:

2.18 In addition to the Contractor’s safety program, the Contractor 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 Contractor work practices that maximize hazard prevention.  The Contractor’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 [www.iowaworksafe.com](http://www.iowaworksafe.com).

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

Delete Article 10.3 and insert new Article 10.3 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.**

**ARTICLE 8 – MISCELLANEOUS**

* 1. Permits: **[Permits for work on UIHC property are typically not required. However, permits are necessary for work on or along other Owner’s property.]**
     1. 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.
  2. Soils Report: **[Modify wording and/or delete if not applicable.]**
     1. A Soils report has been prepared by **[Terracon Consultants of Cedar Rapids, Iowa**] 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 **[Terracon, Attn:[*Insert Name Here]*,]** with information copies sent to the Design Professional and the Owner. No representation or warranty is made by the Design Professional or the Owner of the adequacy or contents of this report.
  3. Electronic Project Communication Requirements: **[Include “8.3.1” on projects as directed by the Project Manager. Edit or delete paragraphs as applicable for the project.]**
     1. The Constructor shall furnish all computer equipment and provide Internet access for use by its project manager, superintendent and other staff as needed. The University will provide an on-line, secure project communications web site which for use by the Owner’s Representative, Design Professional and Constructor as the major method of communicating and storing contract change document information. This web site will be used to communicate request for information (RFI), instructions to constructor (ITC) and change authorization requests (CAR).
     2. Following issuance of the Notice of Award, the University will schedule an in-house system demonstration in which all project users, Constructor, Design Professional and Owner’s Representative, must attend. Constructor and Design Professional shall provide a list of users, supplemented with current email addresses for each to the Owner’s Representative immediately following the demonstration. Once addresses have been entered into the system, access codes and passwords will then be issued to the Constructor and Design Professional by the Owner’s Representative.
     3. Constructor’s computer equipment shall have the following minimum system operating requirements:
        1. Microsoft Internet Explorer version 6.0 or later, with JavaScript enabled.
        2. Sun Java Runtime Environment (JRE) 6 or greater set as the default Java plug-in for Internet Explorer. (<http://java.com/en/download/index.jsp>)
        3. Passwords for user accounts to any University System must conform to the University “Enterprise Password Policy” (<http://cio.uiowa.edu/Policy/Enterprise-Password.shtml>)
     4. Electronic Submittals: **[Include “8.3.4.1” on projects as directed by the Project Manager. Edit or delete paragraphs as applicable for the project.]**
        1. The Constructor shall use Submittal Exchange to submit in electronic format all required Shop Drawings as outlined in **[Specification Section 01 33 23 – Submittals.]** Shop Drawings will be returned to the Constructor in electronic format using Submittal Exchange.
  4. Coordination Drawings: **[Include “8.4” only on projects as directed by the Project Manager.]**
     1. Within Sixty (60) days of Notice to Proceed, unless otherwise agreed to in writing by the Owner, 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.
     2. Show the interrelationship of components shown on separate shop drawings.
     3. Indicate required installation sequences.
     4. Call attention in advance to the Design Professional of any dimensional or detail information needed to complete the coordination drawings.
     5. Constructor shall provide and submit coordination Shop Drawings depicting all detailed assemblies for the respective architectural, mechanical, 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.
     6. Provide coordination shop drawings indicating all trades, including structural components, and electrical items for all congested areas.
     7. 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 ¼” = 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.
     8. Each Constructor’s/subcontractors responsible for items of work located in or above ceilings, shafts and in equipment rooms shall participate in preparing coordination drawings.
     9. 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

Pneumatic Tube (if applicable)

Cable Trays

Medical Gas

Fixed Equipment

* 1. Mock-up Requirements: **[Include on projects as deemed appropriate and as directed by Project Manager].**
     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.
     2. 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.
     3. 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.
        1. See **[Section 01 33 23 – Submittals]** for submittal procedures.
        2. Submit full size sections when needed for clarity.
        3. Clearly indicate relationship to other work.
        4. Begin fabrication only after shop drawings for that work have been accepted by the Design Professional.
     4. 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.
     5. 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. State Building Code Commissioner Inspections: **[Omit “8.6.” as directed by the Project Manager – Not required unless the project consists of a new building or building addition.]**
     1. This project is subject to building inspections by the State Building Code Commissioner. Inspections will be conducted at three phases of construction:
        1. Foundation Inspections:
           1. A foundation inspection will be conducted to determine compliance with applicable provisions of the State Building Code in effect at the time that the project is submitted to the Bureau for plan review. If the project is of such size that the entire foundation cannot be inspected during one visit, inspection of one typical segment of the foundation will be deemed sufficient.
           2. Any violations identified during a state conducted foundation inspection must be corrected immediately before any foundation work may continue unless specifically approved by the inspector.
        2. Rough-in Inspections:
           1. A rough-in inspection will be conducted to determine compliance with portions of the State Building Code including, but not limited to, fire-rated enclosures, framing, plumbing, electrical, and means of egress.
           2. Any violations identified during a rough-in inspection must be corrected within a time frame to be established by the inspector and listed on the inspection report.
           3. If the project is of such size that a rough-in inspection of the entire structure cannot be inspected during one visit, inspection of one typical segment of the structure will be deemed sufficient.
        3. Final Inspections:
           1. A final inspection will be conducted on the entire structure prior to occupancy of the building. This inspection may include but will not necessarily be limited to fire-protection features such as rated walls, doors and dampers, the testing of fire protection systems, handicapped accessibility, and means of egress.
           2. 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).
           3. 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.
           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.
           5. 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.
           6. 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.
        4. Inspection Violations:
           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.
           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.
           3. Follow-up inspections, to verify that corrections of violations have been completed, will be at the discretion of the inspector.
        5. Certificate of Occupancy:
           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.
           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 all work, provided that such portion or portions are deemed safe for occupancy while the remainder of the work is completed.
  3. Roof Warranty Requirements: **[Retain applicable roof warranty requirements paragraph “8.7.1” below and edit as necessary. If roof warranties are not applicable, delete all wording.]**

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

* + 1. The Constructor shall submit, before issuance of the "Notice to Proceed", a copy of Roof Manufacturers Pre-installation Notice. The Roof Manufacturers Pre-installation Notice must be manually signed by an authorized representative of the Roof Manufacturer of each proposed roofing system.
    2. Following final inspection and acceptance of the roofing system(s) by the Owner and the roofing system manufacturer(s), the Constructor shall submit a manually signed warranty agreement provided and executed by the roofing system manufacturer for each roofing system provided. Warranty(s) shall be dated in accordance with the date that the project is accepted as substantially complete. Warranty agreement(s) shall be of the duration and types specified in Division 7.
    3. The roofing constructor or subcontractor shall provide the Owner with an Application for a Roof Warranty.

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

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

Roof System Manufacturer:

Name

Roof Type:

Installer:

Manufacturer’s Warranty:

Substantial Completion:

Expiration Date:

### END OF SECTION