

INSTITUTION REQUIREMENTS

UNIVERSITY OF IOWA HOSPITALS & CLINICS

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ARTICLE 1 – OWNER'S REPRESENTATIVE

- 1.1 The Owner's Representative:
 - 1.1.1 The Owner's Representative (OR) 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 OR will schedule a preconstruction meeting to discuss requirements in the performance of the Contract. The Constructor shall be represented at this meeting by their Project Manager, the Project Superintendent and the Constructor's Subcontractor(s).
- 1.4 The OR will schedule Work progress meetings that shall be attended by representatives of the Constructor - Project Manager and Project Superintendent - and appropriate Subcontractor(s). 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.
- 2.2 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;
- 2.2.2 To inspect and investigate during regular working hours and other reasonable times, and within reasonable limits, and within a reasonable manner, any such place of employment and all pertinent conditions, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any such employer, Owner, operator, agent or employer.
- 2.3 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, at a location determined by the OR.
- 2.4 The Constructor shall promptly report in writing to the Owner all 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, including all near misses. In addition, if death, serious personal injuries, or serious property damages are caused, the incident shall be reported immediately by telephone or messenger to the Owner.
- 2.5 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.
- 2.6 Absolutely no alcoholic beverages or use of drugs shall be permitted on the site.
- 2.7 The Owner's Representative (OR), may, by written notice, require a Constructor to remove from involvement with the Work, any of Constructor's personnel or the personnel of its Subcontractor of any tier whom the OR may deem incompetent, careless, or a hindrance to proper and timely execution of the Work. The Constructor shall comply with such notice promptly, and without detriment to the Work or its progress.
- 2.8 Constructors shall provide fire protection during the construction period. Provide at least U.L. listed multipurpose dry chemical fire extinguisher (4A60BC) rating on each floor, 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 must be mounted on a stand or hung on a wall. This requirement is in addition to the Owner's existing equipment. See also 2.14 Hazardous Chemical Risks Right to Know Law.
- 2.9 Preparation of flammable compounds inside the building is prohibited.
- 2.10 Gasoline and other flammable and volatile fluids having low flash points and ignition temperatures shall not be stored or handled in the building. Reserve flammable liquids in barrels should be stored well away from the structure and kept under lock and key. Constructor must notify Owner in writing, with SDS sheets, prior to storing these fluids onsite.
- 2.11 UIHC Hot Work Program - Constructors who engage in hot work must utilize the UIHC Hot Work Program. The Scope and Purpose of the Hot Work Program is to establish a basic policy regarding operations at UIHC that involve hot work.
 - 2.11.1 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.
 - 2.11.2 The program is intended to reasonably reduce the risk of injury and loss by fire caused by hot work activities.
 - 2.11.3 The program requires those who engage in hot work operations to comply with University of Iowa and Factory Mutual Global policies, which incorporates National Fire Protection Association (NFPA) recommendations and OSHA standards.

- 2.11.4 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.
- 2.11.5 UIHC Safety & Security is responsible for issuing Hot Work Permits to Constructors and Subcontractors. (A sample of the Hot Work Permit is included at the end of this section.)
 - 2.11.5.1 Hot Work Permits can be obtained through the UIHC Safety and Security Office, UIHC Room RCP 0085. For projects at IRL the Safety & Security office is located in Room 0320 or call their mobile phone at 319-467-6133.
 - 2.11.5.2 A single Hot Work Permit shall be issued to each hot worker and is valid for the duration of the worker's shift or completion of the hot work task, whichever is less.
 - 2.11.5.3 A single Hot Work Permit is valid for large areas or multiple hot work tasks that can be continuously monitored by the Fire Watch named on the Hot Work Permit.
 - 2.11.5.4 The Hot Work Permit shall be displayed at the hot work site for the duration of the specific hot work, including the required post hot work fire watch.
 - 2.11.5.5 The Constructor is responsible for completing the Hot Work Permit fire watch section after each hot work project is completed, and for ensuring that building alarms and fire protection systems, if present, are operational (activated and checked) before leaving the site, unless specific area(s) have been deactivated for a specified duration and approved by the OR in writing.
 - 2.11.5.6 The Constructor will return the "Hot Work Permit" to UIHC Safety & Security at the end of the hot work task or at the end of the workers' shift, whichever is less.
- 2.11.6 The Constructor is responsible for ensuring that all employees and Subcontractors are adequately trained in all aspects of conducting hot work safely.
 - 2.11.6.1 Workers who perform the hot work must be properly trained and/or certified to perform the Work; trained/qualified to operate the equipment; and trained/qualified in fire watch procedures.
 - 2.11.6.2 Equipment shall be appropriate for the Work and must be in safe operating condition.
 - 2.11.6.3 Proper personal protective equipment must be used to protect the worker from hot work hazards, including eye injury, through the use of proper shielding, ventilation, or other methods as required by OSHA.
- 2.11.7 The Constructor is responsible for providing a fire watch that meets the following criteria and as defined by NFPA, OSHA, and FM Global:
 - 2.11.7.1 Shall be aware of the inherent hazards of the Work site and of the hot work.
 - 2.11.7.2 Shall ensure that safe conditions are maintained during hot work operations.
 - 2.11.7.3 Shall have authority to stop the hot work operation if unsafe condition develops.
 - 2.11.7.4 Shall have fire-extinguishing equipment readily available and shall be trained in its use.
 - 2.11.7.5 Shall be familiar with the facilities and procedures for sounding an alarm in the event of a fire.
 - 2.11.7.6 Shall watch for fires in all exposed areas and shall attempt to extinguish them only when the fires are obviously within the capacity of the equipment

available. If the fire watch determines the fire is not within the capacity of the equipment, the fire watch shall sound the fire alarm immediately.

2.11.8 The Constructor is required to provide the appropriate length of fire watch (considering the site conditions) but in no case shall the fire watch be less than one (1) hour after hot work has ceased.

2.11.8.1 Impaired/Deactivated or Non-Sprinkled Areas - A continuous fire watch may be required, or equivalent measures for fire prevention, detection and reporting, may be required. Coordinate with UIHC Safety & Security.

2.11.8.2 UIHC Safety & Security may approve equivalent measures such as thermal scanning, portable smoke/fire detection systems, and area wetting as an alternate method to the continuous four (4) hour fire watch. Equivalent measures do not eliminate the requirement for a minimum one-hour fire watch after hot work has ceased.

2.11.9 The Constructor shall be fully liable for any damage to UIHC property as a result of any hot work that is not in compliance with this program.

2.11.10 Required Compliance

2.11.10.1 The Constructor shall comply with the Owner's Hot Work Program. The Constructor shall inspect areas where they have issued Hot Work Permits to ensure full compliance with the requirements of this procedure. UIHC Departments, including Risk Management personnel, may monitor Hot Work Permit issuance and site work conditions for compliance.

2.11.11 Hot Work Permit Sample:

WARNING!

HOT WORK IN PROGRESS

Watch for fire!


In case of emergency, call the contacts listed below before attempting to extinguish the fire.

Number
UI Campus - 911
UIHC - 195


WARNING!







HOT WORK PERMIT



STOP!
 Avoid hot work when possible! Consider using an alternative cold work method.

The Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks conducted outside a Hot Work Designated Area. This includes, but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding.


Instructions for Permit Authorizer/Fire Safety Supervisor	Part 1 Required Precautions
<ol style="list-style-type: none"> Specify the precautions to take. Fill out and keep Part 1 during the hot work process. Issue Part 2 to the person doing the job. Keep Part 2 on file for future reference, including signed confirmation that the post-work fire watch and monitoring have been completed. Sign off final check on Part 2. 	<ol style="list-style-type: none"> <input type="checkbox"/> The fire pump is in operation and switched to automatic. <input type="checkbox"/> Control valves to water supply for sprinkler system are open. <input type="checkbox"/> Extinguishers are in service/operable. <input type="checkbox"/> Hot work equipment is in good working condition. <p>Requirements within 35 ft. (10 m) of hot work</p> <ul style="list-style-type: none"> <input type="checkbox"/> Shield combustible construction using FM Approved welding pads, blankets and curtains. <input type="checkbox"/> Remove combustibles or shield nonremovable combustibles using FM Approved welding pads, blankets and curtains. <input type="checkbox"/> Isolate potential sources of flammable gas, ignitable liquid or combustible dust (e.g., shut down equipment). <input type="checkbox"/> Remove ignitable liquid, combustible dust and combustible residues. <input type="checkbox"/> Shut down ventilation and conveying systems. <input type="checkbox"/> Remove combustibles and consider a second fire watch on opposite side of floor, wall, ceiling or roof when openings exist or thermally conductive materials pass through. <input type="checkbox"/> Does site contain combustible construction (with or without concealed spaces), manufacturing, or other heavy combustibles? If yes, treat as "Hot Work High-Risk Area" and provide ADDITIONAL REQUIRED PRECAUTIONS below. <input type="checkbox"/> Is work on a combustible roof? If yes, treat as a "Hot Work High-Risk Area" and provide ADDITIONAL REQUIRED PRECAUTIONS below. <p>Hot work on/in closed equipment, ductwork and piping</p> <ul style="list-style-type: none"> <input type="checkbox"/> Isolate equipment from service. <input type="checkbox"/> Remove ignitable liquid and surge flammable gas/vapor. <input type="checkbox"/> Remove combustible dust and other combustible materials. <input type="checkbox"/> Is work on/in equipment with nonremovable combustible linings or parts? If yes, treat as a "Hot Work High-Risk Area" and provide ADDITIONAL REQUIRED PRECAUTIONS below. <p>Fire watch/fire monitoring the hot work area</p> <ul style="list-style-type: none"> <input type="checkbox"/> Perform a continuous fire watch during hot work. <input type="checkbox"/> Perform a continuous fire watch following hot work completion for 60 minutes. <input type="checkbox"/> Perform a final checkup of the area following the fire watch after hot work completion. <p>ADDITIONAL REQUIRED PRECAUTIONS</p> <p>"Hot Work High Risk Area" — perform the monitoring following the event completion for 60 min.</p>

THIS PERMIT EXPIRES ON: DAY MONTH YEAR TIME

DATE **TIME** **AM/PM**

Note: Emergency notification on back of form. Use as appropriate for your facility.

Need more permits? Order additional Hot Work Permits at fmglobalcatalog.com, or download the FM Global Hot Work Permit App via fmglobal.com/apps



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- 2.12. Lockout/Tag-out shall be as follows:
- 2.12.1. 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.
 - 2.12.2. The Lockout/Tag-out of any equipment shall be coordinated with the effected maintenance personnel.
 - 2.12.3. The Constructor shall not remove any University of Iowa Lockout/Tag-out devices.
- 2.13. University manhole and vault access authorization shall be as follows:
- 2.13.1. Access to University owned manholes and vaults is restricted to authorized personnel. Access authorization must be obtained and scheduled 10 (ten) working days in advance with the Owner's Representative.
 - 2.13.2. Representatives from The University of Iowa – Facilities Management/Utilities Division or Information Technology Services shall open manholes or vaults and review the safety barriers prior to Constructor entry.
 - 2.13.3. The Constructor is required to secure opening(s) from pedestrian traffic, including those with seeing impairments, to provide complete protection from any direction.
- 2.14. 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):
- 2.14.1. Owner's Responsibility: The Owner will provide the Constructor with a form entitled "Hazardous Chemicals Identification Form for Constructor" which lists known hazardous chemicals within the project site and appropriate protective measures to be taken by Constructor's employees. The Constructor shall sign and return to the Owner.
 - 2.14.2. The Constructor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right to Know Law.
 - 2.14.3. 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 "Constructor's Hazardous Chemicals Identification Form" will be provided electronically by the Owner for reporting this information. The form shall 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 Safety Data Sheets (SDS) must be made available to the Owner upon request.
 - 2.14.4. The Constructor shall maintain on site a copy of all Safety Data Sheets (SDS), originally known as Material Safety Data Sheets (MSDS), for all products and materials used on the Project.
- 2.15. Additional Safety-Related Terms and Conditions:
- 2.15.1. Full-time safety officer on project: The name of and resume for the Constructor's designated project-site safety officer shall be provided to the OR 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 applicable, 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.
- 2.15.2 Safety meetings: The Constructor shall conduct weekly “toolbox” safety meetings for all employees under their supervision as required. Minutes of Tool Box Talks are to be maintained and a copy of each Talk is to be given to the OR before the end-of-shift that day. Infection Control shall be an agenda item at all “toolbox” safety meetings.
- 2.15.3 Material hoisting and crane safety: The Constructor shall conform to the “Crane Safety and Rigging Policy” found in 2.17 of this section. A lift schedule shall be submitted to the OR not less than two weeks prior to lifts unless written approval is provided by the OR.
- 2.15.4 Site security: At all times during construction, the project site shall be secured 24 hours a day, 7 days per week. These security measures are necessary to prevent non-construction individuals such as patients, visitors or staff to be in or walk through the construction areas. DO NOT prop open locked doors.
- 2.15.5 Having PPE Available: Inside the entrance to the project site shall be at a minimum four hardhats, safety glasses and safety vests for use by all those entering the site that did not bring their own.
- 2.15.6 Progress schedule (3-week look ahead): At each progress meeting for the duration of the project, the Constructor shall submit a rolling three week look ahead schedule detailing work progress, upcoming shutdowns, deliveries, work in occupied spaces, etc.
- 2.15.7 **Housekeeping shall be performed on a continuous basis:** A dedicated laborer shall be provided by the Constructor to perform cleanup activities on and around the construction site. The number of laborers shall conform to 1 per 15 workers on the site. For example, if the site has 30 active workers, 2 laborers shall be utilized to provide continuous clean up.
- 2.15.8 Fall Protection: A Fall Protection Plan must be developed by the Constructor for all work with a fall exposure greater than 6-feet. The plan shall be provided to the OR prior to start of work.
- 2.16 Fume/Odor Control: The Constructor shall minimize fume/odor migration out of the construction site. When work occurs exterior to the building (including deliveries), the Constructor shall mitigate odors/fumes near air intakes that could infiltrate the building and affect staff and patients. An odor control plan should be developed by the Constructor and reviewed with the OR prior to conducting any odor-producing work. The plan should list all odor/fume producing activities, including a preliminary schedule and the Constructor’s plan for mitigation. Enforcement: In addition to any other remedy set forth in the agreement and all costs of correction, failure to comply with the safety obligations described above will be the basis for the following citations as set forth in the table below.
 - 2.16.1 The Owner’s decision of responsibility and discipline shall be final. Repeated violations or lack of cooperation with regard to the requirements outlined in the plans and specs along with the above terms and conditions may be reason for the employee being barred from the project site and/or termination of the Constructor’s contract.
 - 2.16.2 At the pre-construction meeting Constructors are given their first warning: Constructors must comply with all the requirements and terms and conditions for the project; a citation may follow compliance failures.
 - 2.16.3 1st Citation: Notice is sent to the Constructor. Employee must speak with the OR to review the violations and discuss the corrective action. A citation on the Constructor may be imposed.

- 2.16.4 2nd Citation and each citation thereafter: The individual will be removed from the property. A citation on the Constructor may be imposed. This constitutes three (3) warnings (One given as part of the preconstruction meeting, 2nd given as first Citation with the 3rd warning being given as part of the 2nd Citation.) The offending individual will be banned from further access to the UIHC facility. The Constructor shall be responsible to find an appropriate replacement in a timely manner that does not adversely affect project deadlines.
- 2.16.5 Citations will be assessed periodically throughout the project by the issuance of deduct change orders. Multiple violations will require the project superintendent and/or safety officer to be replaced.

Table of Citations

Violation (per occurrence)	1st Citation	2nd Citation and Beyond
Dedicated Safety Officer Not Present On Site	\$1,000	\$2,000
Electrical Cord Defective	\$250	\$500
Electrical Cords not Protected on Floor or Not Raised	\$250	\$500
Personal Protective Equipment Missing (i.e., Eye Protection, Hard Hat, Safety Vest, Gloves, etc.)	\$250	\$500
Failure to Follow Designated Constructor Access Route	\$250	\$500
Failure to Follow Policies, Protocols of UIHC, Including but not Limited to Policies and Protocols Regarding Space Access	\$500	\$1,000
Failure to Maintain 3-Week Look Ahead Schedule	\$250/day delay	N/A
Failure to Protect Public	\$1,000	\$2,000
Failure to Submit Project Schedule	\$500/day delay	N/A
Failure to Wear UIHC Constructor Badge	\$250	\$500
Fall Protection not Present	\$1,000/Removal	N/A
Fire Extinguisher Missing or Expired	\$500	\$1,000
Fire Watch Missing	\$500	\$1,000
Fume/Odor Complaint for Non-Coordinated Work	\$500	\$1,000
Gas Cylinders Stored Incorrectly/Not Identified	\$200	\$400
General Duty Violation	\$500	\$1,000

Violation (per occurrence)	1st Citation	2nd Citation and Beyond
Hot Work Permit Missing	\$500	\$1,000
Housekeeping Poor (debris in site, tracking outside site)	\$500	\$1,000
Infection Control Violation	\$2,000	\$4,000
Ladder Defective	\$250	\$500
Ladder Not Secured	\$500	\$1,000
Lockout/Tagout Violation	\$1,000	\$2,000
Noise Complaint for Non-Coordinated Work	\$500	\$1,000
Non-Compliance With Shutdown Procedures	\$500	\$1,000
Material Storage Improper	\$500	\$1,000
SDS Missing	\$100	\$200
Open Hole/Unsecured, Non-mitigated Fall Hazard	\$1,000	\$2,000
Smoking in Non-designated Area	\$500	\$1,000
Standing on Top of Ladder	\$500	\$1,000
Tool Box Meeting Not Held	\$100	\$200
Uncertified Lifting Device	\$500	\$1,000
Unsecured Site	\$1,000	\$2,000

2.17 Crane Safety and Rigging Policy

2.17.1 The Constructor shall conform to the more stringent of Federal, State, or applicable law.

2.17.2 Constructors whose activities require the use of cranes shall be responsible for their proper set up and operation and shall advise the OR prior to the arrival on-site. Also see 2.15.3.

2.17.3 The Constructor shall supply the OR with documented evidence of their competent person's training, and of their 'qualified persons', as required by OSHA 1926.1404, 1926.27, 1926.1428, and where specified in OSHA 1926.1400, including the Operators, Riggers, Signal Persons, and Assembly/Disassembly Director.

2.17.4 The Assembly/Disassembly Director shall be responsible to ensure that all provisions of safety as specified in OSHA 1926.1404 are met including but not limited to: adequate site and ground bearing conditions, proper blocking and cribbing, knowing load weights and center of gravity, equipment capacity, support of booms and counterweights, rigging of boom and suspension systems, determination of safe wind speeds, etc.

2.17.5 Inspection

- 2.17.5.1 Inspections are required pre and post assembly in the configuration that the crane will be used, as well as in severe service and after adjustment or repair, for each piece of equipment.
- 2.17.5.2 Prior to crane delivery to the project site, the Constructor shall provide the OR evidence of annual inspection by a third-party inspection agency not under the control or ownership of the crane owner for approval. All repairs and adjustments noted on the inspection shall be corrected prior to next use. 'Temporary alternative measures' as specified within OSHA regulations will not be accepted.
- 2.17.5.3 This applies to power-operated equipment used in construction that can hoist, lower and horizontally move a suspended load, as specified in OSHA 1926.1400. Such equipment includes, but is not limited to: articulating cranes; crawler cranes; mobile cranes; multi-purpose machines; dedicated pile drivers; service/mechanic trucks with a hoisting device; tower cranes and variations of such equipment.
- 2.17.5.4 Inspections shall be performed by a qualified person designated by the Constructor in accordance with the current version of OSHA 1926.1412, OSHA 1926.1413, the manufacturer's recommendation, and ANSI B30 Standard for the type of crane being inspected. This inspection shall be completed prior to each shift starting work, as well as when equipment is modified, repaired or adjusted, post assembly, monthly, annually and in conditions of severe service.
- 2.17.5.5 Certification will be required for each crane and lifting device and associated rigging equipment brought onto the site. At least every 12 months, or if the crane or its associated rigging has sustained any incident which may have resulted in damage, in cases of severe service, or after if any repair or modification the crane and its associated rigging shall be fully re-inspected by a qualified person in accordance with OSHA regulations, with proof of inspection provided to the OR.
- 2.17.5.6 No work shall proceed without evidence of a current annual inspection meeting OR's requirements. No claims will be accepted for losses sustained by the Constructor for delays caused by failure to comply with these requirements. Temporary alternative measures for safety devices or operational aids will not be accepted.

2.17.6 Safety Devices

- 2.17.6.1 Safety devices including but not limited to: crane level indicator, boom and jib stops, foot pedal locks, check valves on hydraulic outrigger and stabilizer jacks, and horns, must be in proper working order before equipment operation can begin- temporary alternative measures are not permitted to be used.

2.17.7 Operational Aids

- 2.17.7.1 Operational aids including but not limited to: boom hoist limiting device, boom angle indicator, load radius indicator, luffing jib limiting device, anti-two-blocking device, load weighing device (such as a load moment indicator), and outrigger stabilizer position monitor must be in proper working order- temporary alternative measures are not permitted to be used.

2.17.8 Special Procedures

2.17.8.1 A lift procedure shall be developed by the Constructor's qualified and competent person, and reviewed by the Constructor's Assembly/Disassembly Director for the following and submitted to the OR prior to the lift taking place:

2.17.8.1.1 Critical Lift (defined as when lifting a load where the weights are at or over 75% of the rated capacity of the crane and rigging as determined by the manufacturer);

2.17.8.1.2 Multi-Crane Lift;

2.17.8.1.3 100 Tons or greater Lift;

2.17.8.1.4 Any application that deviates from the manufacturer's recommendations;

2.17.8.1.5 When special or unique hazards are under or adjacent to the load at any time during the lift;

2.17.8.1.6 When the OR determines such a procedure is necessary.

2.17.8.1.7 The Lift Procedure will include a Hazard Analysis developed by the Constructor and submitted to the OR along with Pre-Lift meetings, which shall be held at 30 days prior to the lift, the day prior to the lift and immediately prior to the lift with the actual workforce doing the lift. All concerned parties must be present for the meetings with minutes of the meeting recorded by the OR.

2.17.8.1.8 The Lift Procedure will include documentation of calculations which incorporates weight deductions of all rigging equipment, a load chart for the crane(s) that will be used, a site plan and layout sheet which will include the path of travel of the load, swing radius protection and any other necessary factors.

2.17.9 Record Keeping

2.17.9.1 All records pertaining to crane inspections shall be kept with the crane or in the trade Constructor's site field office in accordance with applicable OSHA regulations.

2.17.9.2 During any safety inspection, if the operator or supervisor cannot produce the required crane inspection sheets, the crane shall be shut down as soon as possible and shall be inspected.

2.17.9.3 Where crane operators are required to be licensed by the State where the project is being built they shall have a current license and provide a copy to the OR when requested. Duplicates of Certification records shall be maintained on project site by Constructor and made available to the OR upon request. The Constructor shall provide evidence of competency of the operator to the OR.

2.17.10 Rigging

2.17.10.1 Only qualified riggers shall perform rigging operations.

2.17.10.2 A Competent Person appointed by the Constructor shall inspect all rigging equipment. Inspection shall be done and documented prior to each shift starting work, monthly and annually in accordance with OSHA 1926.1413. If there are any deficiencies in equipment, it shall be removed from service and corrected or replaced per manufacturer's criteria.

2.17.10.3 All rigging equipment that is defective or damaged shall be immediately removed from the project site.

- 2.17.10.4 Chain slings are not permitted for any lifting operation unless specifically designed for a unique application.
- 2.17.10.5 Wire rope slings shall bear a legible manufacturers capacity tag.
- 2.17.10.6 Tag lines shall be used on all loads.
- 2.17.10.7 All hooks used for overhead lifting shall be equipped with safety latches or alternate lifting methods such as clamps. Shake-out/sorting hooks may only be used for unloading materials from trucks and will not be used for overhead lifting.
- 2.17.11 Signals
 - 2.17.11.1 The Constructor shall appoint a qualified and trained signal person that meets the definition of OSHA 1926.1428 c and OSHA 1926.1430
 - 2.17.11.2 When hand signals are used, only the standard method for signals shall be used per OSHA 1926.1400 App A.
 - 2.17.11.3 Operator and signal person shall meet prior to hoisting lifts to confirm understanding of signals.
- 2.17.12 Operator Qualifications
 - 2.17.12.1 The crane operator(s) shall be proficient in the operation of the crane(s) and licensed in the State of Iowa as required by IOSHA where the operation is being performed, or certified by an accredited crane operator testing organization, such as the National Commission for the Certification of Crane Operators (NCCO), or by an audited employer program developed by an accredited crane operator testing organization and audited by a third party qualified auditor.
- 2.17.13 Power line Safety
 - 2.17.13.1 Crane and rigging operations are not permitted within 20 ft of power lines unless the power lines are de-energized and confirmed by a qualified utility company representative.
 - 2.17.13.2 Where encroachment is required within 20 ft from power lines in accordance with OSHA 1926.1408, Table A
 - 2.17.13.2.1 A planning meeting shall be conducted with the Assembly/Disassembly Director, operator, crew and other workers in the area, including the OR and representative(s) from the local utility company, to review steps to prevent encroachment.
 - 2.17.13.2.2 Tag lines must be non-conductive.
 - 2.17.13.2.3 Dedicated spotters shall be used.
 - 2.17.13.2.4 Proximity alarms or range control warning devices shall be used.

ARTICLE 3 - USE OF SITE

3.1 Access:

- 3.1.1 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 Materials Stored on Site:

- 3.2.1 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.

3.3 Existing Utilities:

- 3.3.1 The Constructor shall coordinate all Work so there shall be no unknown or prolonged interruption of existing utilities, systems and equipment of Owner. Any existing plumbing, heating, ventilating, air conditioning, or electrical disconnection which affect portions of this construction or building or any other building, must be scheduled with the Owner's Representative. Utilities shall not 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.

3.4 Utility Locates:

- 3.4.1 Iowa Law requires everyone to locate underground utilities before digging. 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://www.iowaonecall.com/>. When contacting Iowa One Call the Constructor and/or subcontractor shall provide the following information:

3.4.1.1 University of Iowa Hospitals & Clinics, Project Name, closest street(s), intersection, or existing building(s) and other descriptions that help define the work site.

3.4.1.2 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.

3.5 Utility Outages & Tie-ins:

- 3.5.1 The Constructor's scheduled outage/tie-in plan is subject to approval by the Owner's Representative. Failure of Constructors 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 adhere to the following procedures for all utility outages/tie-ins or disruption of any building system:

3.5.1.1 **All opening and shutting of valves, switches, breakers, etc., shall be by the Owner's personnel. Constructor shall not operate any valve, switch or other control of any existing utility system.**

3.5.1.2 The Constructor shall submit an outage/tie-in plan in writing using the Owners Service & Equipment Interruption Request form for review and approval by the Owner. Approval time varies by the interruption complexity.

3.5.1.3 The Owner requires a minimum of ten working days' notice after the outage/tie-in plan has been approved before work can be begin. Begin coordination activity well in advance in order to include time for both the review/approval process and the ten-day waiting period.

3.6 Benchmark:

- 3.6.1 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.

3.7 Cleaning:

3.7.1 The Constructor shall be responsible for the cost of continual cleaning. The building and premises shall be kept clean, safe, in a workmanlike manner, and in compliance with OSHA standards and with "Section 01 35 33 – Interim Infection Control Measures" at all times.

3.7.2 Provisions of the Infection Control plan and project plans shall be continuously maintained. Construction areas must maintain negative pressure to adjacent spaces. Routes shall be established and maintained for removal of debris and movement of materials through occupied spaces. Walk-off mats or other means shall be used at construction exits to prevent dust and other foreign matter from being tracked out of the construction site and into the building.

3.7.2.1 The Constructor is responsible for inspecting the job-site for interim life safety and infection control issues each day work is performed on-site using the Daily Checklist – Construction Site Inspection Form provided by the Owner.

3.7.2.2 The Constructor shall be responsible for signing the General Contractor Construction Site Inspection Log, provided by the Owner, verifying the site has been inspected and all outstanding items have been corrected.

3.7.2.3 The Daily Checklist and site Inspection Log shall be posted at the main entrance to the job-site and be clearly visible upon entering the site.

3.7.2.4 Constructors are not allowed to track any type of dust, debris or foreign material from their respective project sites. All construction sites should ensure that proper infection control measures are in place, which include but are not limited to; walk off mats, negative air devices and requisite containments are in place to control such debris.

3.7.2.5 Constructors will not be allowed to work inside UIHC facilities if they do not abide by the infection control standards and requirements of Section 01 35 33 – Interim Infection Control Measures. Any infraction will result in the offending person's contractor ID badge being forfeited, will be asked to leave the premises immediately and will not be allowed to continue work at UIHC.

3.7.2.6 If the Constructor fails to maintain infection control procedures:

3.7.2.6.1 The Owner may issue written warning or Non-conformance Notice.

3.7.2.6.2 The Constructor shall correct non-conformance immediately.

3.7.2.6.3 If situation is not corrected immediately, the Owner will have cause to stop Work as provided in Contract Documents at no additional cost to the Owner.

3.7.2.6.4 Failure of the Constructor to correct deficiencies immediately may result in corrective action taken by the Owner and deducting all cost associated with it from the Contract Amount.

3.7.2.6.5 Failure of the Constructor to correct deficiencies immediately may also result in a citation, see 2.16.

3.7.3 Final Cleaning:

3.7.3.1 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:

- 3.7.3.1.1 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.
- 3.7.3.1.2 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.
- 3.7.3.1.3 Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing equipment and fixtures to a sanitary condition.
- 3.7.3.1.4 Vacuum all carpet surfaces and shampoo carpet as necessary to remove stains.
- 3.7.3.1.5 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.
- 3.7.3.1.6 All equipment utilized during the construction period must be restored to "like-new" condition.

3.7.3.2 Cleaning/Final Cleaning shall be a line item in the Schedule of Values.

3.8 Noise Control:

- 3.8.1 Construction activity that is disruptive to operations and adjoining spaces shall be minimized especially to all noise and vibration producing activities. Constructor shall plan to do work outside of normal business hours and shall coordinate and receive Owner approval prior to conducting work.
- 3.8.1 When working in or near inpatient units or similar functions occupied continuously, disruptive work shall be grouped into small blocks of time and shall not take place earlier than 9:00 a.m., during the "Quiet Time", or after 5:00 p.m. Constructor shall conduct work in a way that mitigates noise and vibration, such as by core drilling anchors in lieu of using a hammer drill, and by saw cutting concrete into manageable pieces in lieu of using a jackhammer.
- 3.8.2 All inpatient units have a set "Quiet Time" which is from 12:30 pm to 2:00 pm (1230 hrs to 1400 hrs). The established Quiet Time shall be accommodated. Coordinate any noisy, disruptive work that will affect inpatient units with the Owner's Representative.

3.9 Constructor Criminal Background Check and Services Orientation:

- 3.9.1 Anyone providing services (ie, consulting, design, construction, etc.) or delivering material on-site at UIHC under this Contract shall successfully complete a criminal background check, and pass the Contractor Services Orientation class, prior to providing services and gaining access to work at UIHC. The orientation class will be managed through Gatefeed (www.gatefeed.com), who will also administer the criminal background check. Any firm conducting business at UIHC shall assure that all their on-site personnel, including any temporary labor or labor from a third party general service type of vendor, have completed the required background check and orientation.
- 3.9.2 Criminal background checks:

- 3.9.2.1 Constructors will need to manage this process through Gatefeed by first designating their own in-house Administrator who in turn will work through Gatefeed's online process, or by calling (312) 467-9884 for assistance. Mention the call is in reference to the University of Iowa Health Care.
- 3.9.2.2 The Constructor is responsible for the cost of the background check, which is to be paid directly to Gatefeed.
- 3.9.2.3 Proof must be presented that the background check has been successfully completed before an individual will be allowed to take the Contractor Services Orientation training.
- 3.9.3 Contractor Services Orientation:
 - 3.9.3.1 All Constructors will be required to take the Contractor Services Orientation bi-annually.
 - 3.9.3.2 The computer-based training will be conducted in the Capital Management Department, located at
800 Evashevski Drive
Hospital Parking Ramp 3, Subbasement SB6
Iowa City, IA 52242
 - 3.9.3.3 Training is available in both English and Spanish.
 - 3.9.3.4 The cost for training is the responsibility of the Constructor; the Owner is not responsible for Orientation costs.
 - 3.9.3.5 Contact Gatefeed directly to fully understand how to manage employees in the Gatefeed system. A phone tutorial is available when needed.
 - 3.9.3.6 Employees will need to have full user accounts in the system prior to arriving for the orientation. Gatefeed can provide usernames and reset passwords for those who do not remember their current login information.
 - 3.9.3.7 Contact Capital Management's main phone line at 319-356-2330 to schedule an orientation at least 24 hours in advance.
 - 3.9.3.8 Orientation reservations may be limited due to the number of available computer terminals.
 - 3.9.3.9 Orientation time slots for reservations will be available Monday through Thursday.
 - 3.9.3.10 The web based orientation takes approximately 90 minutes to complete.
 - 3.9.3.11 Upon successful completion, the individual will be given a new badge that is good for two years from issuance.
- 3.9.4 Upon satisfactory completion of the training and background check, a photo identification badge will be issued. The photo identification badge shall be worn above the waist while working at UIHC.
- 3.9.5 The photo identification badge is not an authorization for UIHC site access.
- 3.9.6 The photo identification badge may be revoked by the Owner for any reason.
- 3.9.7 Anyone providing services on-site at UIHC under this Contract shall comply with the requirements indicated in the training.
- 3.9.8 Badges will expire 2 years after the date of the orientation. A background check and orientation course completion will be required every two years with the renewal of the badge.

- 3.9.9 Anyone not wearing a photo identification badge while on UIHC property will be asked to leave the facility until such time that the identification badge is displayed on their person.
 - 3.9.10 All workers performing Work on UIHC property shall wear a shirt that visibly displays the name of the company for which they work.
 - 3.9.11 At the start of each workday or shift, each worker shall wear clean washed clothing. When leaving the site each worker shall be vacuum cleaned and not track dust/dirt outside the construction site.
- 3.10 Signage
- 3.10.1 The Constructor is responsible in maintaining the Owner required signage for the Project. The following signage and information will be provided by the Owner, posted and maintained by the Constructor for the duration of the Project:
 - 3.10.1.1 Project Identification Sign
 - 3.10.1.2 HEPA Fan Information (where required)
 - 3.10.1.3 Authorized Access Only Sign
 - 3.10.1.4 Interim Infection Control Measures Class Identification
 - 3.10.1.5 Daily Checklist – Construction Site Inspection
 - 3.10.1.6 General Constructor Construction Site Inspection Log
 - 3.10.1.7 Any existing exits within a construction site that are not to be used shall have signage saying, “No Exit” and identifying the location of alternative exits.
 - 3.10.1.8 Any existing exits within a construction site that are to remain as active exits shall have lighted Exit signs.
 - 3.10.2 The Constructor is responsible for assisting the Owner in assuring the signage remains visible and in good condition throughout the project. This includes: keeping the areas in front of the signage clear at all times; relocating the signage when there are changes due to construction requirements, phasing, or other changes that impact the sign location; and notifying the Owner when the signs become damaged or soiled.

ARTICLE 4 - SUBMITTALS

- 4.1. Submittal Schedule
 - 4.1.1. 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.
- 4.2. Construction Review
 - 4.2.1. 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, Constructor's name, Owner's name, Project number, title, item name and specification section number.
- 4.3. Expertise & Experience
 - 4.3.1. 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

5.1.3. In the event Constructor fails to provide Owner such documents, Constructor may not enter 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 OR 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 OR approved schedule.

5.2.1.1. Durations of each activity shall not exceed 15 days.

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.)

5.2.2.5. 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.

5.2.2.6. 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(s) set forth in the Contract Documents.

5.2.2.7. All costs of correction(s) shall be borne by the Constructor deemed responsible. The Owner's decision of responsibility shall be final.

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 Owner's specified scheduling software shall be the only format accepted for the Constructor construction schedule. The Constructor shall provide as a minimum: Critical paths, milestones, estimated and actual start and completion dates, scheduled vs. actual progress, and detailed task and subtask breakdown. Refer to Div 01 for more detail.

5.2.5.1. An overall project schedule and a three (3) week look-ahead schedule shall be provided as a minimum and kept current.

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 Subcontractor 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 constructor by neglecting to perform its work at the proper time. The Constructor shall be required to coordinate its work with other constructors 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 a separate line item for 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 specification subdivisions shown in the Table of Contents of the Project Manual.
 - 6.1.2.7. All applicable specification subdivisions shown in the Table of Contents of the Project Manual for each of the following categories:
 - 6.1.2.7.1. Building Foundation
 - 6.1.2.7.2. Lowest level of the facility
 - 6.1.2.7.3. Each additional level of the facility
 - 6.1.2.7.4. Building Penthouse
 - 6.1.2.7.5. Any special building feature that is not accounted for in the any of the above categories
 - 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 baseline construction schedule, in native format.
 - 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 a form provided by the University of Iowa Hospitals & Clinics. Overhead and profit shall not be included in the labor rates.
- 6.2.2 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.
- 6.2.3 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.
 - 6.2.3.1 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".
- 6.2.4 The period covered by each Application for Payment shall be one (1) calendar month.
- 6.2.5 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:
 - 6.2.5.1 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
 - 6.2.5.2 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 Constructor Daily Reports
 - 7.2.1 The Constructor's Superintendent shall maintain a daily report of the construction progress.
 - 7.2.1.1 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, subcontractor(s) 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.

7.2.1.2 Attach copies of subcontractor(s) daily reports as necessary.

7.2.1.3 Copies of any special testing reports, special inspection reports, or concrete batch tickets shall be attached.

7.2.1.4 The Constructor's daily reports shall be delivered weekly to the Owner's Representative or to the Owner's Construction Manager.

7.2.1.5 Payment may be withheld for incomplete or inaccurate reports, or for failure to submit reports as required above.

7.3 Electronic Project Communications

7.3.1 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. 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 Number of Construction Documents

7.4.1 The Owner's Representative will furnish the Constructor an appropriate number of sets of Drawings, Specifications and Addenda.

7.4.2 Additional sets may also be obtained from:
CityBlue Technologies, 4657 44th St, Rock Island, IL 61201,
Phone: 800.747.6500 / 309.277.3000 FAX: 309.277.3063
www.citybluetechnologies.com at cost of reproduction.

7.4.3 The Owner shall furnish an electronic set (.pdf format) of explanatory and changed Construction Documents issued through an ITC at no cost to the Constructor.

7.4.4 The Owner shall furnish an electronic set (.dwg format) of construction documents for Constructors use to complete Project Work. Constructor must agree to terms of the Owner's electronic document use agreement and sign form before electronic documents are released.

END OF SECTION

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