

**CONTRACT DOCUMENTS  
AND SPECIFICATIONS**

**FOR**

**DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE**



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IIW, P.C. ♦ ENGINEERS. ARCHITECTS. SURVEYORS.

**PRE-BID MEETING:  
APRIL 18, 2016  
2:00 P.M.**

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IIW Project No. 15844

CONTRACT DOCUMENTS  
FOR

**DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE**

PREPARED FOR: Dubuque County Auditor  
Dubuque County Courthouse  
720 Central Avenue  
Dubuque, IA 52001

PREPARED BY: IIW, P.C.  
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Dubuque, Iowa 52002-2628  
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IIW PROJECT NO: 15844

DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

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## NOTICE TO BIDDERS

1. Sealed bids will be received at the office of the Auditor of Dubuque County in the Courthouse, Dubuque, Iowa, until 2:00 P.M. on Wednesday, May 4, 2016 and opened at 2:00 P.M. on Wednesday, May 4, 2016 for the HVAC upgrade project for the Dubuque County Court House.
2. The work consists of the following: Replacement of all console unit heat pumps (approximately 105), several horizontal units, and an attic fan coil unit. Adding new horizontal heat pump to the mechanical room. Adding full building automation system with wireless heat pump controllers and wireless thermostats. Adding monitoring provisions for pumps, heat exchanger and other critical pump room devices.
3. Electronic copies of the contract documents are available from Dubuque County at [www.dubuquecounty.org/projects](http://www.dubuquecounty.org/projects) or Tri-State Blueprint & Framing Co., phone 563-556-3030, website [www.rapidsrepro.com](http://www.rapidsrepro.com). There is no plan deposit.
4. Under Iowa law, Bidders are required to submit the Bidder Status Form that follows the Bid Form in the specifications. Failure to provide the form with the bid may result in the bid being deemed nonresponsive. This may result in the bid being rejected by the County. Bids containing any reservations not provided for in the forms furnished may be rejected, and the County Board reserves the right to waive technicalities and to reject any or all proposals.
5. A pre-bid meeting will be held at 2:00 p.m. on April 18, 2016 at the Dubuque Court House.
6. A Certified Check or a Cashier's Check, made payable to either the county or the Contractor, drawn upon a solvent bank, or a bid bond or proposal guaranty in the amount of 10% of the bid, shall be filed with each proposal. A cashier's check, made payable to the contractor, shall contain an unqualified endorsement to the County, signed by the contractor or an authorized agent of the contractor. If a contractor is awarded the contract, the contractor shall file with Dubuque County an additional bond in the amount of not less than 100 percent of the contract within 15 days of approval or awarding of the contract. Failure to execute a contract, file the second bond or file a certificate of insurance within 15 days of the date of the approval for awarding of the contract as herein provided, will be just and sufficient cause for the denial of the award and forfeiture of the proposal guarantee.
7. Work on the improvement shall commence on or before the date specified in the written "Notice to Proceed" and shall be fully completed and ready for acceptance 180 consecutive calendar days thereafter. No liquidated damages will be assessed for this project.
8. The bidder should not include sales tax in the bid. Sales tax exemption certificates will be issued in accordance with Iowa Code 423.3, subsection 80, and provided to the contractor and subcontractors for all material purchased for incorporation in the project.
9. In keeping with the principles of Equal Employment Opportunity and the Civil Rights Act of 1964, no employee shall be favored or discriminated against in the hiring and placement process because of race, religion, color, sex, national origin, age, physical or mental disability, political affiliation or other non-merit factors, unless bona fide occupational requirements necessitate selective hiring.

10. Consideration will be given to a locally owned business if costs and other considerations are relatively equal.

11. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and also, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country, which gives or requires a preference to bidders from that state or foreign country both, on projects in which there are no Federal Funds involved.

12. It is the policy of Dubuque County that Minority, Women and Disadvantaged Business Enterprises shall be given maximum practicable opportunity to participate in the performance of contracts financed in whole or in part with county funds, notwithstanding Chapters 23A.3 and Chapter 73 of the Code of Iowa.

13. Dubuque County requires that potential vendors employing personnel required to hold Commercial Drivers Licenses must comply with the provisions of the Commercial Driver's License Regulations, Code of Federal Regulations, Title 49, Part 382, and comply with procedures for the administration of the Department of Transportation substance abuse prevention program.

April 11, 2016 Board of Supervisors of Dubuque County, Iowa.

By: Denise M. Dolan, Dubuque County Auditor

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE PROJECT

### **INSTRUCTIONS TO BIDDERS**

#### **1. TIME AND PLACE**

Sealed bids will be received by the Dubuque County Auditor, Dubuque, Iowa, hereinafter referred to as the "Owner" for performing the work as set forth in the plans and specifications attached hereto, on or before the bid date noted in the Notice to Bidders and Notice of Public Hearing.

#### **2. DESCRIPTION OF IMPROVEMENTS**

The sealed proposals are solicited by the Dubuque County Auditor, Dubuque, Iowa, for the Dubuque County Courthouse HVAC Upgrade Project.

#### **3. BIDDING REQUIREMENTS**

All bids must be on the required form of proposal (bid) furnished by the Owner or the Engineer.

If the work included in the proposal covers general construction and if the proposal form includes alternates, each bidder must bid on each alternate, if the section or sections bid contain alternates.

If the proposal form contains sections that a bidder cannot or does not wish to bid on, the words "NO BID" shall be written in the "TOTAL" blank for unbid sections and alternates where applicable.

Each bidder shall submit only one bid form. Only one copy is required. The proposal shall be separate from the specifications.

Proposals which are incomplete, informal, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with "Instructions to Bidders" may be rejected at the option of the Owner.

The Owner reserves the right to reject any and all bids.

The estimated quantities shown on the proposal blank are approximate only and are given to form a basis of comparison of bids and are not guaranteed to be accurate and are not to be considered as a binding feature of this contract. Only actual quantities of work performed to the satisfaction of the Engineer will be paid for and at the unit price named on the proposal form.

The gross sum as shown on the proposal form shall be the product of the price for the unit of measurement and the Engineer's approximate quantities. Any inaccuracy in the extension of the gross sum, which is to be written in with ink or typewritten in figures, shall be invalid and the price for the unit measurement as written by the bidder, with ink or typewriter, shall be deemed the basis for which the work shall be performed according to the plans and specifications. Any proposal may be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the Engineer's estimate.

When the specifications, contract documents, addenda, etc., require, two copies of data, information and materials shall be submitted with the bid.

Any bid received after the time and date specified for the receipt of the bids will not be considered.

The bid shall contain the complete name, mailing address, and telephone number of the person, firm or corporation submitting the proposal. The name and address of the proposed surety shall be indicated on or with the proposal.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE PROJECT

The bid form shall be placed in a separate sealed envelope with the bidder's name and address indicated on the envelope and the envelope shall be marked "Proposal" or "Bid". The bid security shall be placed in a separate sealed envelope with the bidder's name and address indicated on the envelope and the envelope shall be marked "Bid Security". The envelopes shall indicate the project and the Section or Sections (if applicable) being bid upon. The envelopes shall be addressed to the Office of the Administrative Assistant to the Dubuque County Auditor, Fourth Floor Dubuque County Courthouse, 720 Central Avenue, Dubuque, IA 52001. If the proposal is mailed, the proposal and bid security envelopes shall be placed in a separate mailing envelope.

#### 4. BIDDER'S KNOWLEDGE

All bidders are required to form their own judgment of the quantities and character of the work by familiarization with the specifications and plans and by personal examination and familiarity with the job and site conditions which may affect its bidding and performance under the contract. Bidders shall not assert any misunderstanding or deception in regard to anything relating to estimates of quantities, character, location or site conditions relating to the work performed.

#### 5. RIGHT-OF-WAY

The Owner will furnish easements and property. The Bidder shall determine, to the extent Bidder deems necessary, what affect the property and easements will have on the construction of the proposed project.

#### 6. BID SECURITY

Each bid must be accompanied by a bid bond, certified check, cashier's check or certified credit union share draft in a separate sealed envelope, payable to the Dubuque County Auditor, Dubuque, Iowa, in an amount equal to ten percent (10%) of the total amount of the bid or bids. If a bid bond is submitted, it must be on the form provided in the specifications. The bid bond must have original signatures. The bid bond may not have scanned, faxed or photocopied signatures. The certified check or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America; certified share draft shall be drawn on a credit union in Iowa or a credit union chartered under the laws of the United States. As soon as bid prices have been compared, the Owner will return the security of all except the three lowest responsible bidders. When the contract is awarded, any security of the remaining unsuccessful bidders will be returned. The security of the successful bidder will be retained until the improvement contract and bond have been executed and approved, after which it will be returned.

The bid security is to be submitted in a sealed envelope separate from the bid. The bid security envelope will be marked "Bid Security" and have the Contractor's name and address indicated.

Attorneys-in-fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney.

#### 7. CONTRACTOR'S IMPROVEMENT BOND

Contractor's Improvement Bond (performance, payment and maintenance bond), on a form provided in the specifications in the amount of 100% of the contract price with a corporate surety approved by the Owner will be required for the faithful performance of the contract, and the Bidder shall state in the proposal the name and address of the surety or sureties who will sign the bond in the event of contract awarded. The bond shall guarantee the repair of all damage due to improper materials and workmanship for a period of **one year (1)** after the acceptance of the work by the Owner.

Attorneys-in-fact who sign Contractor's Improvement Bonds must file, with the bond, a certified and effective dated copy of their power of attorney.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE PROJECT

### 8. PLANS AND SPECIFICATIONS

Detailed plans and specifications for the work may be examined at the office of the Owner or MEP Engineers.

### 9. TAXES

The Owner is exempt from paying sales or use tax. The Owner will issue an exemption certificate for Contractor and subcontractor use in purchasing materials for this project only.

### 10. DEFINITIONS

"Owner" means the Dubuque County Auditor, Dubuque, Iowa. The Owner will be responsible for payment in accordance with the terms of the contract.

"Contractor" means the person, firm, or corporation to whom the contract is awarded.

"Engineer" refers to MEP Engineers designated by the Owner as its engineering representative during the course of project to make appropriate inspections and computations of payment.

### 11. EVALUATION OF BIDS

The Owner reserves the right to reject any and all bids, and to waive any informalities or technicalities in the bids and readvertise the work before a contract is awarded, if in its judgment it is for the best interest of the Owner to do so. The Owner will consider bid prices and other factors in determining the bid that is in the best interest of the Owner. The award of a contract or contracts, if awarded, will be made to the lowest responsible bidder whose proposal shall comply with all the requirements of the Owner.

### 12. AWARD OF CONTRACT

If, in the opinion of the Owner, proposals received for construction of the improvement are in the best interest of the Owner, it is proposed to make tentative award within thirty (30) days from the date of the bid opening. The Owner reserves the right to hold the bid security until contract(s), bond(s), etc., have been completed and approved by the Owner.

### 13. EXECUTION OF CONTRACT

The successful bidder(s) (party to whom the contract is awarded) will be required forthwith to execute the Improvement Contract and Bond and furnish certificate(s) of insurance within ten (10) calendar days from the date of the written "Notice of Award" of the contract is delivered to the Bidder at the address given on the bid. In case of failure to do so, the Owner may, at Owner's option, consider the "Bidder" has abandoned the contract, in which case the bid bond, certified check, cashier's check or certified share draft accompanying the proposal shall become the property of the Owner.

The contract and bond shall be executed on forms provided by the Owner and/or Engineer shown in the specifications. The contract, when executed, shall be deemed to include the entire agreement between parties; Contractor(s) shall not claim any modification resulting from representation or promise made by representative of the Owner or other persons.

The Owner, within ten (10) days of receipt of acceptable bond and agreement (contract) signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, or an extension of time thereof mutually agreed to between the Owner and Bidder, the Bidder may by WRITTEN NOTICE withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE PROJECT

### 14. BIDDER'S QUALIFICATIONS

Bidders must be capable and qualified to perform the work necessary to complete the project. Bidders must be prepared, if required and requested to do so by the Owner, to present evidence as to the integrity, experience, equipment, personnel and financial ability of the bidder to perform the work.

Subcontractors may be utilized only to the extent that they perform specialized work that the general contractor is not capable of performing. A subcontractor shall not be utilized for more than fifty percent (50%) of the work.

### 15. WITHDRAWAL OF BIDS

Withdrawal of bids is prohibited for a period of thirty (30) days after the scheduled closing time for the receipt of bids. A bidder may withdraw any proposal submitted at any time prior to the hour set for the closing of bids, provided the request for withdrawal is submitted by a properly documented representative of the bidder who's name appears on the sealed bid envelope.

### 16. PAYMENT TO CONTRACTORS

Contractors will be paid at intervals stated in the Supplemental General Conditions of the contract. Partial payments in accordance with the terms of the contract may be made to the successful contractor for materials and equipment for the project suitably stored at the site of the project, as defined in the Supplemental General Conditions of the contract.

### 17. APPROVED MATERIAL AND EQUIPMENT

Bids shall be submitted on the basis of materials and equipment approved by the Engineer. Only the Engineer can approve or disapprove materials, equipment or suppliers. Approved materials and equipment shall be indicated on the plans or in the specifications. If the Contractor wishes to use material or equipment other than that approved by the Engineer, the Contractor shall seek and obtain approval of the Engineer in writing.

The Bidder shall indicate the manufacturer and representative of material and equipment where required or appropriate. If the bidder indicates a type of material or equipment not previously approved by the Engineer or that the Engineer does not subsequently approve, the Bidder will furnish approved equipment and material at no increase in price or may forfeit his bond.

### 18. MATERIAL SUBSTITUTION

If restrictions of any governmental authority prohibit the purchase or use of certain items of material or equipment that are required by the contract drawings and specifications, substitution for such items will be determined by the Owner and the Engineer.

Each Contractor shall base his bid on furnishing all items as shown on the contract drawings and as described in the contract specifications. The successful Contractor will not be authorized to make any substitution on its own initiative but in each and every instance must obtain a properly authorized addendum or change order on the contract before installing any work in variance with the contract requirements.

### 19. COMMENCEMENT AND COMPLETION OF WORK

Work shall commence on or before the date specified in a written Notice to Proceed and shall proceed at a rate such that the improvements are fully completed and ready for operation within the time indicated in the Notice to Bidders. The time of completion may be extended by approval of the Owner upon written request of the Contractor. The approval of the extension of time may be conditional.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE PROJECT

The "Notice to Proceed" will be issued within fifteen (15) days of the execution of the contract by the Owner. Should there be reasons why the "Notice to Proceed" cannot be issued within such a period, the time may be extended by mutual agreement between the Owner and Contractor.

Attention of bidders is directed to the provisions of the contract requiring payment of liquidated damages, in the amount indicated in the bid for each consecutive calendar day that the work remains uncompleted beyond the date established for completion in the Notice to Proceed, subject to any extension that might be granted by the Owner.

The Engineer may order the Contractor to suspend all or any part of the work for such a period of time that may be determined by him to be necessary or desirable due to unfavorable weather conditions. No increase in contract price will be allowed for such suspension of work. The Contractor may also voluntarily suspend the work due to inclement weather conditions if approved by the Engineer in writing. Any extension of time for completion of the work in the event of any such approved suspension due to weather conditions will be allowed the Contractor provided that the work stoppage was not due to the fault or negligence of the Contractor.

If the Conditions of the contract require, the Contractor may be subject to the assessment of liquidated damage claims by the Owner.

### 20. PLAN CHANGES

The Owner expressly reserves the right to change plans and specifications during the progress of the work which may result in an increase or decrease of quantities. The unit price named in the proposal will, however, be the basis of payment.

### 21. TRADE NAMES

Bidders are required to furnish the trade names, manufacturers and supplier (name and address) of the equipment and materials proposed to be used unless the equipment and material is specified by standard specifications (AWWA, ASTM, etc.).

### 22. NOTICE

Published official notice is to be considered a part of these instructions.

### 23. ADDENDA

Addenda for the purpose of adding to, deleting from or interpretation of the contract documents may be issued prior to the time established for the receiving of bids.

An addendum will be transmitted by mail, fax, or email to each entity who has obtained copies of the proposed Contract Documents as provided herein. A bidder must acknowledge receipt of all addenda by noting on its proposal the addendum number of each addendum received.

### 24. SAFETY

Each bidder shall carefully examine the proposed Contract Documents and the conditions under which work is to be performed to satisfy the bidder that the proposed work can be done safely. If the bidder has misgivings as to its ability to construct the proposed project without endangering the lives or safety of its employees, its subcontractor's employees, or the public, the bidder shall so report to the Engineer in writing, at least ten (10) days prior to the scheduled closing time for receiving bids. Submission of a proposal without such a report implies that the bidder has no misgivings and assumes full responsibility for the safety of all persons connected with the project and the public.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE PROJECT

### 25. SUBCONTRACTORS

Bidders shall indicate if subcontractors are to be utilized on the project, the purpose or job of the subcontractor and the name and address of any and all subcontractors.

### 26. LAWS AND ORDINANCES

All applicable laws, ordinances, and the rules and regulations of the authorities having jurisdiction over construction of the project shall apply to the contract throughout.

### 27. BENEFICIAL OCCUPANCY

Prospective bidders will note that through Items 6-14 of the General Conditions the Owner reserves the right to take possession of and use any completed or partially completed portions of the work.

### 28. CONTRACTOR GENERATED BID SCHEDULE

The bid schedule may be transcribed to a Contractor generated form and submitted for this project provided it is attached to a properly completed Proposal. Unit prices will govern evaluation of bids. Transcription errors may result in the Contractor generated bid schedule being deemed not responsive (bid item missing, quantity incorrect, etc.).

### 29. BIDDER STATUS FORM

Under Iowa law, Bidders are required to submit the Bidder Status Form that follows the Bid Form in the specifications. Failure to provide the form with the bid may result in the bid being deemed nonresponsive. This may result in the bid being rejected by the Owner.

DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE  
**BID PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ ("a corporation", "a partnership", or "an individual") to the Dubuque County Auditor, Dubuque, Iowa, (hereinafter called "Owner").

In compliance with your Notice to Bidders, Bidder hereby proposes to perform all work for the construction of the Dubuque County Courthouse HVAC Upgrade (hereinafter called "Project") in strict compliance with the Contract Documents within the time set forth therein, and at the prices stated on the attached Bid Schedule.

By submission of this Proposal, each Bidder certifies, and in the case of a joint Proposal each party thereto certifies as to their own organization, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this Agreement on or before a date to be specified in the Notice to Proceed and to fully complete the Project within 180 consecutive calendar days thereafter. No liquidated damages will be assessed for this project.

Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

BIDDER has received the following Addenda receipt of which is hereby acknowledged;

Addendum No. \_\_\_\_\_ through No. \_\_\_\_\_

Bidder having become familiar with the local conditions affecting the cost of the work, and with the Contract Documents including the Notice, Instructions to Bidders, General Conditions of the Contract, Supplemental General Conditions of the Contract, Special Conditions of the Contract, the form of Proposal, the form of Contract, the form of Bond, Plans, Specifications, Addenda, Exhibits, etc., on file in the office of the Dubuque County Auditor, Dubuque, Iowa, as designated in the Notice, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, equipment, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of this work required and described in the following Bid Schedule in connection with the construction of the Project to serve the Dubuque County Auditor, Dubuque Iowa, in accordance with the Contract Drawings and Specifications prepared by MEP Engineers for the amount set forth in the Bid Schedule attached hereto.

DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE  
**BID PROPOSAL**

Bids shall exclude sales and use tax (Owner will provide exemption certificate).

Bids will be submitted on the basis of approved equipment and suppliers only.

For all sections, the following subcontractor information must be included:

Subcontractor Name and Address	Purpose Hired

Bidders shall not add any conditions or qualifying statements or modify this Proposal as otherwise the Proposal may be declared irregular as being not responsive to the Notice.

It is expressly understood that the foregoing total base bid is the basis for establishing the amount of bid security and is for comparison of bids only, and is not to be considered or construed to be a lump sum proposal unless indicated as such. It is further understood that quantities on the bidding schedule for the unit price items are approximate only and that payment will be made only on the actual quantities of work performed and completed in place, measured on the basis defined in the contract conditions and the specifications.

The undersigned has carefully checked the above Bid Schedule quantities against the Contract Drawings and Specifications before preparing the Proposal and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and Specifications.

Accompanying this Proposal is \_\_\_\_\_ \* in the amount of \_\_\_\_\_ payable to the Dubuque County Auditor, Dubuque, Iowa, which it is agreed, will be forfeited to the Owner, if the undersigned fails to execute the Contract in accordance with the form of Contract incorporated in the Contract Documents and as required by the Contract Documents and furnish an Improvement Bond as specified within ten (10) days from the Notice of Award of the Contract to the undersigned. \* *(Insert "Certified Check", "Cashier's Check", "Certified Share Draft", or "Bid Bond" as applicable)*

In submitting this Proposal, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all proposals or to waive informalities and irregularities. It is further understood and agreed that this

DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE  
**BID PROPOSAL**

Proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

The undersigned Bidder understands that the contract, if awarded, will be awarded to the lowest responsible, responsive bidder for that section or sections if applicable, on the basis of approved equipment and/or suppliers.

The undersigned also understands that he is to commence work on or before the date given in the Notice to Proceed and complete the work within the time period indicated in the Contract Documents, subject to any extensions of time which may be granted by the Owner.

The name and address of the corporate surety which the Bidder proposes to furnish the specified Contractor's Improvement Bond is:

\_\_\_\_\_  
*Corporate Surety Name*

\_\_\_\_\_  
*Address*

---

Contractor Firm Name \_\_\_\_\_  
Address, City, State, Zip \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contractor Registration No. \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

Signature \_\_\_\_\_  
Typed or Printed \_\_\_\_\_  
Title \_\_\_\_\_

**ATTEST:**

Signature \_\_\_\_\_  
Typed or Printed \_\_\_\_\_  
Title \_\_\_\_\_

DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE  
**BID PROPOSAL**

**BID SCHEDULE**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or indicated sums:

*NOTE: Bids shall EXCLUDE sales tax and all other applicable taxes and fees*

No.	Description <i>(Refer to drawings for complete description)</i>	Quantity	Unit	Unit Price	Total Price
1	General Requirements	1	LS	\$	\$
2	HVAC Equipment	1	LS	\$	\$
3	HVAC Wireless Controls	1	LS	\$	\$
4	Paint Bases	1	LS	\$	\$
5	Flow Balance Devices	1	LS	\$	\$
6	Wireless WIFI Access Points	1	EA	\$	\$
<b>TOTAL BASE BID</b>					\$

<b>Alternate 1</b> Hard Wired Controls (Add or Deduct)	\$
--	----

<b>Alternate 2</b> Hard Wired Controls, Change During Construction (Add or Deduct)	\$
--	----

<b>Alternate 3</b> Controls Service Contract (Add or Deduct)	\$
--	----

Contractor Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Bidder Status Form**

**To be completed by all bidders**

**Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders**

**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

*You may attach additional sheet(s) if needed.* City, State, Zip: \_\_\_\_\_

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders**

**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.**

**This form has been approved by the Iowa Labor Commissioner.**

309-6001 02-14

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto Dubuque County Auditor hereinafter called "Owner" in the Penal Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum will truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_\_\_, for the Dubuque County Courthouse HVAC Upgrade.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials, in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal (seal)

By \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety (seal)

By \_\_\_\_\_

ATTACH POWER OF ATTORNEY

IMPORTANT: Surety companies executing this Bond must appear on the U.S. Treasury Department's Current List (Circular 570, as amended) and be authorized to transact business in the State of Iowa.

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION:  
Dubuque County Courthouse HVAC Upgrade  
\_\_\_\_\_  
\_\_\_\_\_

The Owner has considered the Bid Proposal submitted by you for the above described work in response to its Notice to Bidders dated \_\_\_\_\_, 20\_\_\_\_, and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$\_\_\_\_\_.

You are required by the General Requirements to execute the contract and furnish the required bond and Certificate of Insurance within ten (10) calendar days from the date of Notice of Award delivery to you.

If you fail to execute the Contract, furnish Bond and Certificate of Insurance within ten (10) days from the date of the Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER

\_\_\_\_\_

BY

Signature

NAME

Type or Print

TITLE

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY

Signature

NAME

Type or Print

TITLE

DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

**IMPROVEMENT CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the Dubuque County Auditor, Dubuque County Courthouse, 720 Central Avenue,  
Dubuque, Iowa, party of the first part, hereinafter referred to as the Owner, and  
\_\_\_\_\_  
*contractor* of the City of \_\_\_\_\_, State of \_\_\_\_\_,  
party of the second part, hereinafter referred to as the Contractor, doing business as \_\_\_\_\_\*.

WITNESSETH: That whereas the Owner has heretofore caused to be prepared certain plans, specifications, proposal blanks and other Contract Documents for the construction of the Dubuque County Courthouse HVAC Upgrade improvements hereinafter referred to as the Project, under the terms and conditions therein fully stated and set forth and,

WHEREAS, said plans, specifications, proposal and other contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified.

That for and in consideration of the mutual covenants herein contained, the parties hereto do agree with each other as follows:

The Contractor agrees to commence and complete construction of the Project and to perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all work required for the construction of the Project for the Owner, included in the Contract, all in strict accordance with the Contract Drawings and Specifications including any and all addenda.

The Contractor will commence the work required by the Contract Drawings on or before the date to be specified in the Notice to Proceed and will complete the same within **180 calendar days** unless the period for completion is extended otherwise in accordance with the Contract Documents.

That the Contract consists of the following component parts which are made a part of this Agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:

*\* Insert "an individual", "a partnership", or "a corporation" as applicable*

- a. Detailed Specifications dated \_\_\_\_\_, 20\_\_\_\_.
- b. Drawings dated \_\_\_\_\_, 20\_\_\_\_.
- c. Addenda:
  - No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_\_\_.
  - No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_\_\_.
  - No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_\_\_.
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Proposal
- g. Bid Security
- h. Contractor's Improvement Bond
- i. This Instrument
- j. Special Conditions of the Contract
- k. Supplemental General Conditions of the Contract
- l. General Conditions of the Contract

Above components are complementary and what is called for by one shall be as binding as if called for by all.

The Owner hereby accepts the proposal of the Contractor and agrees to pay to the Contractor for the performance of this Contract subject to any addition or deduction provided for by the Contract Documents, in the manner and at such times as set forth therein, such amounts as required by the Contract Documents, for the work and for the sum of \$\_\_\_\_\_ as indicated in the Proposal and Bid Schedule (copy attached).

For unit price contracts, the total shall be the basis for establishing the amount of the Improvement Bond only, and is not to be construed to be a lump sum contract price. The quantities of the unit price items are approximate only, and it is understood and agreed that payment will be made only on the actual quantities of work completed in place measured on the basis stated in the specifications, except for the items which are a lump sum bid.

The Contractor has read and understands the Contract Documents including the specifications and has examined and understands the plans herein referred to and has examined the site to determine local conditions affecting the job and agrees not to plead misunderstanding or deception because of estimates or quantities, character, location or other condition surrounding the same.

The Contractor agrees not to assign this contract or any part of it without the written consent of the Owner.

The Contractor shall indemnify, defend and hold harmless the Owner, the Owner's employees, the Engineer and the Engineer's employees from all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from the Contractor's operation under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor further agrees that so much of the money due said Contractor under and by virtue of this Contract as shall be considered necessary by the Owner may be retained by the Owner as security for payment of such damages until all suits or claims for such damages shall have been settled and evidence to that effect furnished to the satisfaction of the Owner. The Bond of the Contractor shall be security for the payment of such damages.

The Contractor agrees that all materials shall be the best of their several kinds and shall be put in place to the satisfaction of the Engineer.

The Contractor agrees to remove any materials rejected by the Engineer as defective or improper, or any of said work condemned as unsuitable or as defective and the same shall be replaced or done anew to the satisfaction of the Engineer at the cost and expense of the Contractor.

Five percent (5%) of the contract price shall be retained by the Owner until thirty (30) days after the final completion and acceptance of the work by the Owner to pay any claim that may be filed within said time for labor and/or materials and for a longer period if such claims are not satisfied within that time. The Owner shall also retain additional sums to protect itself against any claims that have been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the Owner until such claims have been settled or otherwise disposed of.

The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer, whereby it has paid or is to pay to any other bidder or public officer, any sum of money or anything of value whatever in order to obtain this contract; and it has not, nor has another person for or in its behalf directly or indirectly entered into any agreement or arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the letting of this contract and agrees that in case it hereafter be established that such representations or guarantees or any of them are false, he will forfeit and pay not less than ten percent (10%) of the contract price but in no event be less than \$300.00 (Three Hundred Dollars) as liquidated damages to the Owner.

The Contractor agrees, and its bond shall be surety therefore, that he will keep and maintain said improvements in good repair for a period of **one (1)** year after final acceptance of the same by the Owner.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this agreement in triplicate each of which shall be deemed an original on the date first above written.

(SEAL)

**OWNER**

\_\_\_\_\_

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_  
(Typed or Printed)

TITLE \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_  
(Typed or Printed)

TITLE \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_  
(Typed or Printed)

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

ATTEST:

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_  
(Typed or Printed)

TITLE \_\_\_\_\_

(SEAL)

COPY OF PROPOSAL ATTACHED

DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

**CONTRACTOR'S IMPROVEMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS THAT \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)  
hereinafter called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)  
hereinafter called Surety, are held and firmly bound unto the \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Owner)

as Obligee, hereinafter called the Owner and to all other parties who under the provisions of the laws of the State of Iowa, are intended to be protected and secured hereby in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_ )

the same being one hundred percent (100%) of the total price of the contract for the public improvement herein referred to, lawful money of the United States of America; for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successor and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a contract with the Owner for \_\_\_\_\_

in accordance with drawings and specifications which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

If the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one (1) year guarantee period, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

If the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, diesel fuel, repairs on machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that the said surety, for value received thereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety shall promptly remedy the default or shall promptly:

1. Complete the contract in accordance with the terms and conditions, or
2. Obtain bid or bids for submission to the Owner for completing the contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth above. The term "balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract is made by Owner to Contractor.

IN WITNESS WHEREOF, this instrument is executed in triplicate counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

BY \_\_\_\_\_

NAME \_\_\_\_\_

(Typed or Printed)

TITLE \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety

BY \_\_\_\_\_

Attorney in Fact

NAME \_\_\_\_\_

(Typed or Printed)

TITLE \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTACH POWER OF ATTORNEY

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
Dubuque County Courthouse HVAC Upgrade  
\_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

OWNER  
\_\_\_\_\_  
BY \_\_\_\_\_ Signature  
NAME \_\_\_\_\_ Type or Print  
TITLE \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_ Signature  
NAME \_\_\_\_\_ Type or Print  
TITLE \_\_\_\_\_

GENERAL CONDITIONS

Prepared By  
IES-AGC-APWA  
JOINT COMMITTEE FOR STANDARD  
IOWA PUBLIC WORKS SPECIFICATIONS

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- SECTION 2 - PLANS, SPECIFICATIONS AND RELATED DATA
- SECTION 3 - ENGINEER-OWNER-CONTRACTOR RELATIONS
- SECTION 4 - SCOPE OF WORK
- SECTION 5 - MATERIALS AND WORKMANSHIP
- SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC
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## SECTION 1 - DEFINITIONS

1-01 GENERAL: In the interpretation and construction of these Specifications and the Contract, or in any documents or instruments dealing with the construction operations governed by these Specifications, the following words, terms and abbreviations, or pronouns in place of them shall each be construed as defined below.

1-02 CONTRACT DOCUMENTS: Those documents listed in the Form of Contract, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

1-03 OWNER: As defined in Special Conditions.

1-04 ENGINEER: As defined in Special Conditions.

1-05 WORK OR PROJECT: As defined in Special Conditions.

1-06 SPECIFICATIONS: The directions and requirements of the detailed technical specifications as contained herein, as supplemented by such detailed specification requirements as may be provided, pertaining to the manner of performing the work or the quantities and quality of materials to be furnished under the Contract.

1-07 SPECIAL CONDITIONS: The Special Conditions are contract requirements peculiar to the project which are not otherwise thoroughly or satisfactorily detailed and set forth in the Specifications.

1-08 SUPPLEMENTAL SPECIFICATIONS: As defined in Special Conditions.

1-09 PLANS: The official drawings, plans, profiles, typical cross sections and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of work to be performed. All such drawings, as listed elsewhere in the Contract Documents, are to be considered as a part of the Plans whether attached to the Specifications or separate therefrom.

1-10 BIDDER: An individual, firm, co-partnership or corporation, or combination thereof, submitting a Proposal for the work contemplated and acting directly or through a duly authorized representative.

1-11 PROPOSAL: The written offer or copy thereof of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form properly signed and guaranteed.

1-12 PROPOSAL GUARANTEE: Bid security accompanying the Proposal submitted by the Bidder, as a guarantee that he will enter into Contract with the Owner for performance of the work and furnish required bond or bonds if the Contract is awarded to him, in accordance with Instructions to Bidders.

1-13 CONTRACT: The written agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or materials therefor.

1-14 CONTRACTOR: The individual, firm, co-partnership or corporation, and his, their, or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenantor or corporation, or his, their or its surety under the contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

1-15 SUBCONTRACTOR: Any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material.

1-16 PERFORMANCE BOND: The approved form of security furnished by the Contractor and his surety, as required in the Contract Documents. It shall be conditioned that such person or persons who enter into Contract with the Owner shall faithfully perform all the provisions of the Contract and complete the work in accordance with the Plans and Specifications, including making full payment for labor and materials used in the work.

1-17 SURETY: The person, firm or corporation who executes the Contractor's Performance Bond.

1-18 WRITTEN NOTICE: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice. It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

1-19 GOVERNMENTAL AGENCY: Any governmental unit having jurisdiction.

1-20 ACT OF GOD means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or any other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God.

1-21 DAYS: Unless otherwise designated, days as used in the Specifications will be understood to mean calendar days.

1-22 WORKING DAYS: Any day, excluding Saturday, Sunday or Legal Holidays, weather conditions or the results of weather conditions will allow the Contractor to pursue, for six hours between 8:00 AM and 4:30 PM, any major item of work.

1-23 TIME OF COMPLETION: Time of completion of the work may be determined in either of the following ways, as set out elsewhere in the Contract Documents:

Date set out in Contract Documents for completion of the work; or

Number of working or calendar days quoted by Contractor or set out in Contract Documents, after Notice to Proceed.

See also Paragraph 3-23.

## SECTION 2 - PLANS, SPECIFICATIONS AND RELATED DATA

2-01 INTENT OF PLANS AND SPECIFICATIONS: The intent of the Plans and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the project in an acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

It is further the intention of the Plans and Specifications to set forth requirements of performance, type of equipment and structures, and standards of materials and construction, to require new material and equipment unless otherwise indicated, and to require complete performance of the work without specific reference to any minor component part. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2-02 CONFLICT: If there be conflicting variance between the Plans and the Specifications, or other Contract Documents, the provisions of the Contract Documents in the order listed in the Form of Contract shall control

2-03 DISCREPANCIES IN PLANS: Any discrepancies found between the Plans and Specifications and site conditions, or any errors, omissions or ambiguities in the Plans or Specifications shall be immediately reported to the Engineer.

Questions as to meaning of Plans and Specifications shall be interpreted by the Engineer, whose decision shall be final and binding on all parties concerned. See also Paragraph 3-01. The Engineer will provide the Contractor with such information as may be required to show revised or additional details of construction. The Contractor will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The Engineer will provide full information when errors or omissions are discovered. Any work done by the Contractor, after his discovery of such discrepancies, errors or omissions and prior to a decision by the Engineer, shall be done at the Contractor's risk.

2-04 ADEQUACY OF PLANS AND SPECIFICATIONS: Responsibility for adequacy of the design and for sufficiency of the Plans and Specifications shall be borne by the Owner. The complete requirements of the work to be performed under the Contract shall be set forth in Plans and Specifications to be supplied by the Owner through the Engineer or by the Engineer as representative of the Owner.

2-05 PLANS AND SPECIFICATIONS AT JOB SITE: One complete set of all Plans and Specifications shall be maintained by the Contractor at the job site and shall be available to the Engineer at all times.

2-06 OWNERSHIP OF PLANS AND SPECIFICATIONS: All original or duplicated drawings and Specifications and other data prepared by the Engineer shall remain the property of the Engineer, and they shall not be re-used on other work.

2-07 DIMENSIONS: Figured dimensions on the Plans will be used in preference to scaling the drawings. Where the work of the Contractor is affected by finish dimensions or manufacturer's equipment, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefor.

2-08 MODELS: All models prepared for this work, in accordance with requirements of Plans or Specifications, shall become the property of the Owner at the completion of the work.

### SECTION 3 - ENGINEER-OWNER-CONTRACTOR RELATIONS

3-01 ENGINEER'S RESPONSIBILITY AND AUTHORITY: The Engineer shall observe the work on behalf of the Owner, and will provide general assistance during construction insofar as proper interpretation of the Contract requirements is affected.

The Engineer shall not be responsible for the acts or omissions of the Contractor's superintendent or other employees.

All materials used and all completed work by the Contractor shall be subject at all times to the observation, test, and approval of the Engineer. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Engineer and shall furnish any information required concerning the nature or source of any materials or equipment which he proposes to use.

The construction, fabrication, and manufacture of any equipment or materials specified herein may be inspected by the Engineer at the plant or factory and the Engineer shall have free access to make such inspection.

Any materials, equipment, or work which do not satisfactorily meet the Specifications may be condemned by the Engineer by giving a written notice to the Contractor. All condemned materials, equipment, or work shall be promptly taken out and replaced.

Any defective material, equipment, or work may be rejected by the Engineer at any time prior to final acceptance by the Owner even though said defective items may have been previously overlooked.

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. See also Paragraph 2-03. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, which decisions shall be subject to arbitration. See Paragraph 3-05 for arbitration provisions.

3-02 SUSPENSION OF WORK BY ENGINEER: When, in judgment of the Engineer, unfavorable weather or any other condition makes it impractical to secure first-class results, or should the Contractor fail to carry out the provisions of the Contract or supply materials meeting the requirements of the Specifications, the Engineer may issue to the Contractor a written order to suspend work on all or any part of the Contract work. When conditions are again favorable for prosecution of the work, the Engineer will issue to the Contractor a written order to resume the suspended work. Orders to suspend work will not be written for intermittent shutdowns due to

weather conditions unless the suspension of work is to be for an extended period of time. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed down.

Suspension of the work by the Engineer shall not furnish any grounds for claims by the Contractor for damages or extra compensation, but the period of such suspensions shall be allowed in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the Contract, except as permitted in Paragraph 3-04, without the written order of the Engineer as stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the work days specified. The question as to the necessity of discontinuing any portion of the work by reason of unfavorable weather conditions shall be determined by the Engineer. See also Paragraph 3-09 for suspension of work by Inspectors.

3-03 SUSPENSION OF WORK BY OWNER: The Owner may at any time suspend the work, or any part thereof, by giving ten days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten days after the date fixed in the written notice from the Owner to Contractor to do so.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within a year of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any. See also Paragraph 7-10.

If suspension of all or part of the work causes additional expense not due to the fault or negligence of the Contractor, the Owner shall reimburse the Contractor for the additional expense incurred due to suspension of the work. Claims for such compensation, with complete substantiating records, shall be filed with the Engineer within ten days after the date of order to resume work in order to receive consideration. This paragraph shall not be construed as entitling the Contractor to compensation for delays due to inclement weather, failure to furnish additional surety or sureties specified herein, for suspension made at the request of the Contractor, or for any other delay provided for in the Contract Documents.

3-04 SUSPENSION OF WORK BY CONTRACTOR: The Contractor may suspend work upon ten (10) days' written notice to the Owner and the Engineer, for any of the following reasons:

If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.

If the Engineer should fail to act upon any Request for Payment, in the manner set forth in Paragraph 7-05, within ten (10) days after it is presented in accordance with the General Conditions.

If the Owner should fail to act upon any Request for Payment, in the manner set forth in Paragraph 7-06, within thirty-one (31) days after its approval by the Engineer.

If the Owner should fail to pay the Contractor any sum within thirty-one (31) days after its award by arbitrators.

3-05 ARBITRATION: Should there be any question of the decision of the Engineer, which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party to the Contract. See Paragraph 3-01 for Engineer's decisions subject to arbitration. The Contractor shall not delay the work because arbitration proceedings are pending unless he shall have written permission from the Engineer so to do and such delay shall not extend beyond the time when the arbitrators shall have opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and any adverse party either by personal delivery or by registered mail addressed to the last known address of each within ten (10) days of receipt of the Engineer's decision, and in no event after final payment has been made and accepted, subject, however, to any express stipulation to the contrary in the Contract Documents. Should the Engineer fail within a reasonable period to make a decision, a demand for arbitration may then be made as if the Engineer's decision had been rendered against the party demanding arbitration.

No one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the Owner, the Contractor, or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator; otherwise there shall be three; one named in writing by each party to this Contract to the other party and to the Engineer, and the third chosen by these two arbitrators; or if they fail to select a third within fifteen days, then he shall be chosen by the presiding officer of the state or county bar association nearest to the location of the work. Should the party demanding arbitration fail to name an arbitrator within ten days of his demand, his right to arbitration shall lapse. Should the other party fail to choose an arbitrator within the said ten days, then such presiding officer shall appoint such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte.

If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and wherever permitted by law it may be filed in court to carry it into effect.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense and trouble incident to the arbitration and, if the arbitration was taken without reasonable cause, damages for delay. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs of charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award, unless otherwise provided by the controlling statutes.

In the event of such statutes providing on any matter covered by this article otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accordance with the said statutes, it being intended hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirement of the jurisdiction having authority over the arbitration.

The invalidity of any provision of this Paragraph 3-05 shall not invalidate the remaining provisions of this Paragraph.

3-06 EXAMINATION OF COMPLETED WORK: If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, in accordance with requirements of Paragraph 7-03; but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

3-07 CONTRACTOR'S SUPERINTENDENCE: A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor.

3-08 CONTRACTOR'S EMPLOYEES: Incompetent or incorrigible employees shall be dismissed from the project by the Contractor or his representative when requested by the Engineer, and such persons shall not again be permitted to return to the project without the written consent of the Engineer.

No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health or safety of others, shall be employed in the development of the project.

There shall be no discrimination against any employee or applicant for employment because of race, creed, or color. This provision shall be included in all subcontracts.

3-09 INSPECTORS: Inspectors may be appointed by the Engineer or Owner to see that the work is performed in accordance with the Plans and Specifications.

Inspectors shall have authority to suspend all or a portion of the work which is not being properly performed and, subject to the final decision of the Engineer, to condemn and reject defective work and materials.

Inspectors shall have no authority to permit deviation from the Plans and Specifications and the Contractor shall be liable for any deviations made without a written order from the Engineer. If requested by the Contractor, the suspension order will be given in writing. Inspectors shall not act as foremen or perform other duties for the Contractor.

3-10 LANDS BY OWNER: The Owner shall provide the lands, as specified, upon which the work under the Contract is to be performed including rights-of-way for construction and access. Any delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract amount, and/or the time of completion.

3-11 LANDS BY CONTRACTOR: Any additional land and access thereto that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Plans and Specifications and such additional areas which he may provide as approved by the Engineer.

3-12 PRIVATE PROPERTY: The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all property along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures,

and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

3-13 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES: At the termination of this Contract, before acceptance of the work by the Owner, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them. See also Paragraph 7-11.

3-14 OWNER'S RIGHT TO CORRECT DEFICIENCIES: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner after ten days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. See also Paragraph 7-11

3-15 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK: If the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to the subcontractors or for materials or labor; or persistently disregard laws, ordinances, or the instructions of the Engineer; or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional material, administrative services, and engineering fees, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

See also Paragraph 7-12.

3-16 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT: The Contractor may terminate Contract upon ten (10) days' written notice to the Owner and the Engineer, if an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees. See also Paragraph 7-13.

3-17 RIGHTS OF VARIOUS INTERESTS: Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

3-18 SEPARATE CONTRACTS: The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. The Contractor shall report to the Engineer any irregularities which he may detect which will not permit him to complete his work in a satisfactory manner. The Contractor shall not be responsible for defects which develop due to the work of others after the work is completed. The Contractor shall report to the Engineer immediately any difference between completed work by others and the Plans.

3-19 SUBCONTRACTS: At the time specified by the Contract Documents or when requested by the Engineer, the Contractor shall submit in writing to the Owner for approval the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request of and with the approval of the Owner. The Contractor is responsible to the Owner for the acts and omissions of his Subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner.

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract, the Contract Documents, the Plans, the General Conditions of Contract, the Supplementary General Conditions, the Special Conditions and the Specifications as far as applicable to his work, including the following provisions of this Section, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner or Engineer.

The Subcontractor agrees to be bound to the Contractor by the terms of the Contract, the Contract Documents, the Plans, the General Conditions of Contract, the Supplementary General Conditions, the Special Conditions and the Specifications and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner. The Contractor agrees to be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the terms of said documents, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

The Contractor shall not assign, sublet, or transfer the whole or any part of the work herein specified without the written consent of the Owner. Any such assignment, subletting, or transfer shall not in any manner relieve the Contractor from any of the responsibilities assumed herein.

For convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits to the contracts between Contractor and Subcontractors.

3-20 WORK DURING AN EMERGENCY: The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property. In cases where the Contractor cannot or does not meet the emergency, the Owner may take action as outlined above. See also Paragraph 4-03.

3-21 ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, signed by the parties to be bound, and no evidence shall be introduced in any proceeding of any other waiver or modification.

3-22 CONSTRUCTION SCHEDULE: After being awarded the Contract, and if requested by the Engineer, the Contractor shall immediately prepare and submit to the Engineer for approval a progress schedule which will insure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon order of the Engineer and to carry out the schedule to completion of the Contract within the time specified.

3-23 DELAYS AND EXTENSION OF CONTRACT TIME: Delays caused by injunction or legal actions, "Acts of God," or other causes beyond the control of the Contractor shall entitle the Contractor to an extension of time within which to complete the work.

Application for such extension of time shall be made to the Owner by the Contractor within ten days after the occurrence of such delay and shall state reasons for the request for the extension of time.

No extension of time shall be valid unless it is given in writing by the Owner.

#### SECTION 4 - SCOPE OF WORK

4-01 ADDITIONAL INSTRUCTIONS: If the instructions and Plans are not sufficiently clear to permit the Contractor to proceed with the work, the Engineer shall, either upon his own initiative or upon the request of the Contractor, furnish additional written instructions, together with additional drawings as may be necessary. When such request is made by the Contractor, it must be in ample time to permit the preparation of the instructions and drawings by the Engineer before the construction of the work covered by them is undertaken. Such additional instructions and drawings shall be consistent with the Contract Documents and shall have the same force and effect as if contained in the Contract Documents.

For the purpose of avoiding delays in the preparation of such additional instructions and drawings, the Engineer and the Contractor shall jointly prepare a schedule showing the time for the commencement of the work to be included in them and the time the Contractor shall furnish the necessary shop drawings which may be necessary for their preparation. The Contractor shall do no work without proper drawings or instructions and shall, at his own expense, replace any work wrongly executed.

4-02 INCREASE OR DECREASE OF WORK: The Owner reserves the right to make such alterations in the Plans or in the quantities of work to the extent authorized by law and as may be considered necessary. Such alterations shall be in writing by the Engineer and shall not be considered as a waiver of any conditions of the Contract nor to invalidate any of the provisions thereof; provided, however, that the execution of a supplemental agreement acceptable to both parties of the Contract will be necessary before any alteration is made which involves (1) an increase or decrease of more than 20% of the total cost of the work, calculated from the original proposal quantities and the unit Contract prices, or the original lump sum, as applicable, or (2) an increase or decrease of more than 20% in the quantity of any one major Contract item.

For condition (2) above, a major item is defined as any item, unless otherwise indicated on the Plans or designated in the Special Conditions, the Contract price for which amounts to 10% or more of the total Contract price as determined by either the original lump sum bid or by the original quantities and the unit Contract prices.

When an alteration requires the execution of a supplemental agreement, the agreement shall be fully executed before any work on the alteration is started. Alterations involving an increase of more than 20% in the net of any one minor Contract item may be the basis for either party to the Contract to require a supplemental agreement.

See Paragraph 7-03 for method of payment.

4-03 EXTRA WORK: Any extra work made necessary by alteration of or additions to the Plans or by other reasons for which no price is provided in the Contract, shall be performed by the Contractor as directed by the Engineer and he shall be compensated therefor as provided under Paragraph 7-03.

Extra work which by reason of its character or extent is covered by a supplemental agreement between the Owner and the Contractor, must have the written consent of the surety on the bond, but extra work and change orders not covered by a supplemental agreement will not require the consent of the surety. See also Paragraph 4-02.

4-04 CHANGED CONDITIONS: Should the Contractor encounter subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, which changed or unusual conditions will be considered by the Contractor as the basis for a claim for extra compensation, the Contractor shall promptly and before any such conditions are disturbed, notify the Engineer of the alleged conditions in writing, with copies to the Owner.

If the Owner is not given written notice prior to the conditions being disturbed, the Contractor will be deemed to have waived any claim or claims for extra compensation in any manner arising out of the changed or unusual conditions.

The Owner shall instruct the Engineer to investigate and issue a decision on claim within a reasonable time. Engineer's decision shall cover change, if any, in either or both time or money.

If the Owner shall determine the conditions to be such as to justify a claim for additional compensation, he shall provide for additional payment for the particular phase of work in question by a negotiated agreement with the Contractor upon new unit Contract prices, by cost plus an agreed percentage, or by any other equitable arrangement mutually agreed upon by the Owner and the Contractor and consented to in writing by the surety to the bond. In any event, the Contractor shall not be relieved, unless permitted to do so by the Owner, from his obligation of resuming construction operations pending decision as to the validity of a claim, or pending the execution of a negotiated agreement to cover additional costs if a claim shall be recognized under the provisions of this Section of the specifications.

4-05 SALVAGE: Unless otherwise indicated on the Plans or in the Special Conditions, all castings, pipe and any other material taken from the work shall be the property of the Contractor.

4-06 CLEANUP: The Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within seventy-two (72) hours after request by the Engineer, the work may be done by the Owner and the cost thereof be charged to the Contractor and deducted from his final estimate. See also Paragraph 7-11.

## SECTION 5 - MATERIALS AND WORKMANSHIP

5-01 QUALITY OF EQUIPMENT AND MATERIALS: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

The Contractor shall furnish a complete list of proposed desired substitutions, together with such engineering and catalog data as the Engineer may require. List and information must be submitted prior to submittal of first progress payment estimate.

The Contractor shall abide by the Engineer's judgement when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved in writing.

5-02 MATERIALS FURNISHED BY THE OWNER: Materials specifically indicated will be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Engineer. Materials furnished by the Owner, which are not of local occurrence, will be provided at locations listed on Plans or in Specifications. The Contractor shall be responsible for material loss or damage, including that caused by third parties, after his receipt of material.

5-03 MATERIALS FURNISHED BY THE CONTRACTOR: All materials used in the work shall meet the requirements of the respective Plans and Specifications. All materials not otherwise specifically indicated shall be furnished by the Contractor.

5-04 STORAGE OF MATERIALS: Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

5-05 REJECTED WORK AND MATERIALS: All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected.

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause shall be removed and the work shall be re-executed by the Contractor.

Defective work or material may be condemned by the Engineer any time before the final acceptance of the work. Notice of such condemnation shall be given in writing by the Engineer. Such condemned work or material shall be removed or disposed of to the satisfaction of the Engineer within ten (10) days after written notice is given by the Engineer. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and store the materials. Failure or neglect on the part of the Engineer to condemn unsatisfactory material or reject inferior workmanship will in no way release the Contractor, nor shall it be construed to mean the acceptance of such work, nor shall the final acceptance bar the Owner from recovering damages in case fraud was practiced, or for defective work resulting from the Contractor's dishonesty. No compensation will be made for defective work or materials.

Work done contrary to or regardless of the instructions of the Engineer, work done without lines, grade and/or cross section stakes and grades shown on the Plans or as given by the Engineer, or any deviation made from the Plans and Specifications without written authority will be considered unauthorized and at the expense of the Contractor, and will not be measured or paid for by the Owner. Any and all work so done may be ordered removed and replaced immediately at the Contractor's expense.

See also Paragraph 7-09.

5-06 MANUFACTURER'S DIRECTIONS: Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

5-07 CUTTING AND PATCHING: The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Plans and Specifications to complete the work. He shall restore all such cut or patched work as directed by the Engineer. Cutting of existing structures that will endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Engineer and under his direction.

5-08 PATENTS: All fees or royalties for patented inventions, equipment, or arrangements that may be used in any manner connected with the construction or erection of the work, or any part thereof, shall be included in the price mentioned in the Contract.

The Contractor shall protect and hold harmless the Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment, or construction furnished by the Contractor.

5-09 GUARANTEE: The Contractor shall guarantee all work and material against all defects for the period specified in the Form of Bond or Special Conditions. The Contractor shall repair or replace any such defective work and/or material to conform to the provisions of this Contract and without expense to the Owner, within ten (10) days after notification in writing by the Owner of such defective work or material. If the Contractor shall not have made said repairs or replacements or have made arrangements for the correction thereof within the period specified above, the Owner shall do so and shall charge the cost of same to the Contractor. The Contractor shall perform the work so as to cause the Owner a minimum of inconvenience and interruption of services.

See also Paragraph 7-17.

5-10 BOND: Prior to the signing of the Contract, the Contractor shall furnish a good and sufficient performance bond on the form provided in the full amount of the Contract.

Bond shall guarantee faithful performance of the provisions of the Contract, including the guarantee of all work and material against all defects for the period specified in the Form of Bond, and the payment of all bills and obligations arising from said Contract.

See also Paragraph 1-16.

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

6-01 CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and save harmless the Owner against any claims filed for nonpayment of his bills in connection with the Contract work.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

6-02 USE OF PREMISES: The Contractor shall confine his equipment, storage of materials and operation of work to the limits indicated by law, ordinances, permits or direction of the Engineer, and shall not unreasonably encumber the premises with his materials.

6-03 CONFINE OPERATIONS WITHIN RIGHTS-OF-WAY AND EASEMENTS: It shall be the Contractor's responsibility to confine his construction activities within the limits of easements, property lines and limits of construction. Any damage to persons or property resulting from encroaching beyond these limits shall be the sole responsibility of the Contractor.

6-04 SAFETY: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees and property. The safety provisions of applicable laws and local building and construction codes shall be observed.

The operations of the Contractor for the protection of persons, and for guarding against hazards of machinery and equipment, shall meet the requirements of state law.

The Contractor shall provide and maintain, at his own expense and on a 24-hour basis, all necessary safeguards such as watchmen, warning signs or signals, barricades and night lights at all unsafe places at or near the work. Special care shall be exercised to prevent vehicles, pedestrians, and livestock from falling into open trenches or being otherwise harmed as a result of the work.

The Contractor shall in all cases maintain safe passageways at all road crossings, crosswalks and street intersections, and shall do all other things necessary to prevent accident or loss of any kind.

6-05 FAILURE TO PAY FOR LABOR AND MATERIALS: If, at any time, the Contractor fails to pay the Subcontractor or the laborers employed upon the work, or fails to pay for the materials used therein, the Owner may withhold from the money which may be due the Contractor under this agreement such amount or amounts as may be necessary for the payment of such Subcontractors, laborers, or materials, and may, acting as agent for the Contractor, apply the same to such payments and deduct the same from the final estimate of the Contractor.

6-06 MOVING OF PUBLIC AND PRIVATE UTILITIES: Prior to awarding the Contract, the Owner will notify all affected utilities to move such of their installations as would be within the confines of the finished improvement. It shall be the responsibility of the Contractor to coordinate his work with that of the utilities in such manner as to cause the least possible interference, and as may be further provided in the Special Conditions and Specifications.

It is provided that no utility, private or public, shall be moved to accommodate the Contractor's equipment or his method of operation when such utility does not conflict with the installation of the improvement under construction unless the costs of such removal shall be at the expense of the Contractor.

6-07 PROTECTION OF PUBLIC AND PRIVATE UTILITIES: The Contractor shall support and protect by timbers or otherwise, all pipes, conduits, poles, wires or other apparatus which may be in any way affected by the work. If, through the Contractor's operations, any of said pipes, conduits, poles, wires, or apparatus should be damaged, they shall be repaired by the authorities having control of same, and the expense of such repairs shall be charged to the Contractor.

The Contractor shall further be responsible for any damage done to any street or other public property, or to any private property by reason of breaking of any water pipe, sewer or gas pipe, electric conduit, or other utility by or through his negligence.

6-08 DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES: Underground utilities of record will be shown on the construction plans insofar as it is possible to do so. These, however, are shown for convenience only and the Owner assumes no responsibility for improper locations or failure to show utility locations on the construction plans.

The Contractor shall take adequate precautions to protect existing lawns, trees and shrubs outside rights-of-way, sidewalk, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto. He shall at his own expense completely repair any damage thereto caused by his operations to the satisfaction of the Engineer, except as otherwise provided in other portions of these Specifications.

6-09 MAINTENANCE OF TRAFFIC:

6-09A Division of Responsibility: The Contractor shall be responsible for maintenance, control, and the safeguarding of traffic within and immediately abutting the project as further outlined herein, and as may otherwise be provided in the Special Conditions. The Governmental Agency will be responsible for maintenance, control, and safeguarding of traffic on all detours which do not lie within the project limits, unless otherwise required in the Special Conditions.

6-09B Street Closures or Partial Closures: Streets may be closed to through traffic but shall not be closed to traffic until such closure has been approved by the Governmental Agency. Street closures shall be made in such a manner as to provide for maximum public safety and public convenience. They shall be opened to through traffic at such time as the work has been completed, or as the Governmental Agency may direct.

6-09C Existing Traffic Signs and Facilities: The Governmental Agency will make all necessary adjustments to traffic signals and traffic signal activators at no cost to the Contractor. Existing traffic and street name signs which will interfere with construction will be removed by the Governmental Agency as required by Contractor's construction schedule. Upon completion of the project, the Governmental Agency will reset all such signs.

6-09D Detours: Detours outside the limits of the project shall be the sole responsibility of the Governmental Agency unless otherwise provided in the Special Conditions. Detours within the limits of the project such as side street crossings, temporary bridges over freshly placed concrete, utilization of one or more lanes of the construction area for maintenance of traffic, and such related facilities for the maintenance of traffic shall be the responsibility of the Contractor, the costs for which shall be included in the appropriate unit price or lump sum, as applicable.

6-09E Local and Emergency Traffic: Local traffic shall be provided access to private properties at all times, except during some urgent stages of construction when it is impracticable to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of portland cement concrete pavement, and deep sewer excavations which prohibit safe travel of vehicular traffic.

Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times.

6-09F Protection of Pedestrian and Vehicular Traffic: The Contractor shall take every precaution to protect pedestrian and vehicular traffic.

6-09G Restriction of Parking: Where parking is a hazard to through traffic or to the construction work, it shall be restricted either entirely or during the time when it creates a hazard. Signs for this purpose will be initially furnished and placed by the Governmental Agency. The Contractor shall be responsible for and shall maintain the signs if they are used on any street which is directly involved in the construction work. If the parking signs are to be used beyond the confines of the work area, such as another street being used as a detour, the signs will be the responsibility of the Governmental Agency.

6-09H Flagmen: The Contractor shall furnish at his own expense all flagmen who may be needed.

6-10 TRAFFIC CONTROL WITHIN AND ABUTTING THE PROJECT: The Contractor shall place and maintain all signs, barricades and warning lights within the limits of the project on all streets, alleys and driveways entering the project so that approaching traffic will turn right or left on existing undisturbed streets before reaching the warning signs and barriers immediately abutting the project. Signs which are required will be furnished by the Governmental Agency.

Barricades shall be furnished by the Contractor. The barricades shall conform to requirements of the Governmental Agency.

Unless otherwise provided in the Special Conditions, the Governmental Agency will assume responsibility for signs and traffic control devices beyond the limits hereinbefore described.

6-11 USE OF EXPLOSIVES: Blasting will not be permitted in any case without specific authority of the Owner, and then only under such restrictions as may be required by the proper authorities.

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care so as not to endanger life or property, cause slides or disturb the materials outside the neat lines of the cross section.

Blasting shall be completed in the vicinity of new structures before construction on such structures is undertaken. All explosives shall be stored in a secure manner and place in compliance with local laws and ordinances and all such storage places shall be clearly marked "Dangerous - Explosives." No explosive shall be left in an unprotected manner along or adjacent to any existing highway or public place.

6-12 RAILROAD CROSSINGS: Wherever a project is being constructed beneath, at grade or above railroad tracks, the permits for the construction will have previously been secured by the Owner. It shall be the Contractor's responsibility, however, to contact the railroad company prior to constructing such crossings and to proceed with the construction as directed by the railroad company. The Contractor shall comply with all construction and additional insurance requirements of the railroad company. The Contractor shall hold the Owner harmless from any and all damages resulting from his operations in the construction at such crossings.

6-13 SANITARY PROVISIONS: The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Governmental Agency having jurisdiction thereover. He shall permit no public nuisance.

6-14 USE AND OCCUPANCY PRIOR TO COMPLETION OF CONTRACT: The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any portion of the work not completed in accordance with the Contract Documents. Any claims which the Owner may have against the Contractor shall not be deemed to have been waived by such occupancy.

If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

6-15 PERSONAL LIABILITY OF PUBLIC OFFICIALS: Neither the Engineer nor any of his assistants, nor any other officer of the Owner shall be personally responsible for any liability arising under or growing out of the Contract. See also Paragraph 6-01.

6-16 NO WAIVER OF LEGAL RIGHTS: Should an error be discovered in or payment of unauthorized work be made by the final estimate or should dishonesty on the part of the Contractor be discovered in the work, the Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error, to recover the overpayment, or to make good the defects in the work resulting from the Contractor's dishonesty.

## SECTION 7 - MEASUREMENT AND PAYMENT

7-01 MEASUREMENT: The determination of pay quantities of work performed under the Contract will be made by the Engineer based upon the lines, grades, and cross sections given, or measurements made by him or his assistants. All items will be computed in the units in the Proposal.

7-02 SCOPE OF PAYMENT: The Contractor shall accept the compensation, as provided in the Contract, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the Plans and Specifications. See also Paragraph 4-04.

Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work. For payment of materials on site, see Paragraph 7-04.

The unit Contract prices for the various bid items of the Contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "In Place," unless the Plans and Special Conditions shall provide otherwise.

7-03 PAYMENT FOR EXTRA WORK: Adjustments, if any, in the amounts to be paid the Contractor by reason of any change, addition, or deduction, shall be determined by one or more of the following methods:

By an acceptable lump-sum proposal from the Contractor.

By unit Contract prices contained in the Contract Proposal, or by unit prices mutually agreed upon by the Contractor and the Owner.

Payroll cost of labor plus 15% for profit, overhead and small tools, plus the amount of social security tax imposed by law upon the Contractor, plus the cost of workmen's compensation, public liability insurance and employment security contributions.

Actual cost of materials delivered to the work, including freight and hauling charges as shown by original receipted bills, plus 15%.

Equipment rental rates for machinery, tools and equipment, except small hand tools, as determined from current publications of the Association of Equipment Dealers.

It shall be the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized in behalf of the Owner. No charge for extra work or any other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, and the compensation or method thereof is stated in such written authority.

See also Paragraphs 4-02, 4-03 and 4-04.

7-04 PROGRESS PAYMENTS, RETAINED PERCENTAGE: Where the Contract Documents authorize monthly progress payments, the Contractor shall be entitled to monthly progress payments corresponding to the stage of the work. Progress estimates will be prepared by the Contractor not later than thirty (30) days after commencing work, and every thirty (30) days thereafter, if so entitled, for the duration of the construction. These shall be based upon an approximate estimate of quantities of work completed, multiplied by the unit prices established in the Contract, or shall be based upon estimated completed percentages of work listed in Contractor's approved price breakdown for lump sum contracts or items.

Cost of materials, properly stored, protected and insured at the site of work will be paid on monthly estimates only when so provided for in the Special Conditions, and then only for the specific materials listed therein for partial payment. In preparing the monthly estimates, advancement will be made therein for 95 percent of the cost of such materials, as evidenced by invoices to the Contractor. All materials must conform to the requirements of the Specifications; however, advancement for materials will not constitute acceptance, and any faulty material will be condemned although advancement may have been made for same in the estimates. Deductions at the same rates, and equal in amount to the advancements, will be made on the estimates as the material is used.

Quantities used for progress estimates shall be considered only as approximate and provisional, and shall be subject to recalculation, adjustment and correction by the Engineer in subsequent progress estimates and in final estimates. Inclusion of any quantities in progress estimates, or failure to disapprove the work at the time of progress estimate, shall not be construed as acceptance of the corresponding work or materials.

Payment of the retained percentage shall be withheld for a period of thirty (30) days following the final acceptance by the Owner, and shall be paid the Contractor at the expiration of said thirty (30) days in event no claims, as provided by law, have been filed against such funds. In the event such claims are filed, the Contractor shall be paid, after said funds are released from liens, such retained percentages, less an amount sufficient to pay any such claims, together with a sum sufficient to pay the cost of such action, and to cover attorney fees.

7-05 ENGINEER'S ACTION ON A REQUEST FOR PAYMENT: Within ten (10) days of submission of any Request for Payment by the Contractor, the Engineer shall:

Approve the Request for Payment as submitted; or

Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing of his reasons for approving the amended amount; or

Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

7-06 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT: Within thirty (30) days from the date of approval of a Request for Payment by the Engineer, the Owner shall:

Pay the Request for Payment as approved; or

Pay such other amount as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of his reasons for paying the amended amount; or

Withhold payment informing the Contractor and the Engineer of his reasons for withholding payment.

7-07 DELETED

7-08 PAYMENT FOR UNCORRECTED WORK: Should the Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract amount shall be made to compensate the Owner for the uncorrected work.

7-09 PAYMENT FOR REJECTED WORK AND MATERIALS: The removal of work and materials rejected under Paragraph 5-05 and the re-execution of acceptable work by the Contractor shall be at expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Owner in accordance with Paragraph 5-05 shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

7-10 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Paragraph 3-03, the Contractor will then be entitled to payment for all work performed on the portions so abandoned, plus 15% of the value of the uncompleted portion of the abandoned work to compensate for overhead, plant expense, and anticipated profit, and which action shall terminate the Contract.

7-11 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner in removing construction equipment, tools and supplies in accordance with Paragraph 3-13, and correcting deficiencies in accordance with Paragraph 3-14 and Paragraph 4-06, shall be paid by the Contractor.

7-12 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT: Upon termination of the Contract by the Owner in accordance with Paragraph 3-15, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner, and approved by the Engineer.

7-13 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR: Upon termination of the Contract by the Contractor in accordance with Paragraph 3-16, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.

7-14 DELETED

7-15 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

7-16 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guarantee Period.

7-17 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The approval of the final Request for Payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects. The Engineer shall decide all questions arising under this Paragraph, and all such decisions shall be subject to arbitration. See also Paragraph 5-09.

## SUPPLEMENTAL GENERAL CONDITIONS

### 1. DEFINITIONS

Wherever used in the General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated herein which shall apply to both the singular and plural thereof:

- A. Provide - The word "provide" as used in these Contract Documents means that the Contractor shall furnish the required labor, services, equipment, materials and other items in place, complete, unless otherwise specified.
- B. Approved, Proper, As Directed, As Instructed and As Selected - The terms "approved", "proper", "as directed", "as instructed" and "as selected", as used throughout these Contract Documents mean that approvals, directions, instructions and selections by the Engineer are required.
- C. Time of Completion, Contract Completion Date and Contract Time - These terms are synonymous and mean the calendar days stated in the Contract Documents within which the work is to be completed after the date of commencement stated in the Notice to Proceed.
- D. Owner, City, Town - The terms, Owner, City or Town shall mean the municipal government of the City or Town; or the public agency for whom the work is to be done.
- E. Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret Contract Documents, Drawings, Specifications, by additions, deletions, clarifications or corrections.
- F. Change Order - A written notice to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents or authorizing an adjustment in the contract price or contract time.
- G. Contract Price - The total moneys payable to the Contractor under the terms and the conditions of the Contract Documents.
- H. Contract Time - The number of calendar days stated in the Contract Documents for the completion of the work.
- I. Field Order - A written order affecting a change in the work not involving an adjustment in the Contract Price or an extension of the contract time issued by the Engineer to the Contractor during construction.
- J. Notice of Award - The written notice of the acceptance of the Proposal (Bid) from the Owner to the successful Bidder.
- K. Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing a date of commencement of the work.
- L. Resident Project Representative - The authorized representative of the Owner who is assigned to the Project Site or any part thereof.

- M. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- N. Substantial Completion - The date as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- O. Supplier - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- P. Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.
- Q. Written Notice - Any notice to any party of the agreement relative to any part of this agreement, in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the work.

**2. ABBREVIATIONS**

Wherever the following abbreviations are used in these Contract Documents, they are to be construed the same as the respective expressions represented:

"AASHTO"	American Association of State Highway and Transportation Officials
"ACI"	American Concrete Institute
"AGC"	Associated General Contractors of America
"AISC"	American Institute of Steel Construction
"ANSI"	American National Standards Institute
"ASTM"	American Society of Testing and Materials
"AWWA"	American Water Works Association
SY	Square Yard
No / #	Number of
OD	Outside Diameter
T.D.H.	Total Dynamic Head
MJ	Mechanical Joint
OC	On Center
EW	Each Way
MIN	Minimum
SHT	Sheet
DIA	Diameter
CONC	Concrete
"NEMA"	National Electrical Manufacturer's Assn.
ID	Inside Diameter
mg/l	Milligrams per liter
PPM	Parts per million
CY	Cubic Yard
LF	Lineal Feet
CIP	Cast Iron Pipe
DIP	Ductile Iron Pipe
CMP	Corrugated Metal Pipe
CL	Class

MH	Manhole
FL	Flowline
EL	Elevation
VCP	Vitrified Clay Pipe
GPM	Gallons per minute
STA	Station
RCP	Reinforced Concrete Pipe
PVC	Polyvinyl Chloride
SDR	Standard Dimensional Ratio

**3. COPIES OF PLANS AND SPECIFICATIONS**

The Contractor will be provided a maximum of five (5) copies of plans and specifications for the construction of the project at no charge. When requested, additional copies will be provided at a cost of time and materials plus 100%.

**4. PRECONSTRUCTION CONFERENCE**

Before the work is begun, a conference called by the Engineer will be held to review the schedules, to establish procedures for handling shop drawings, material testing, sample submissions and other submissions and for processing payments and to establish a working understanding between the parties as to the project. Present at the conference will be the Engineer and/or their representative, the Contractor and/or their representative and the Owner and/or their representative.

**5. SURVEYS AND STAKING**

The Contractor shall be held responsible for the preservation of all stakes and bench marks. If any of the construction stakes or bench marks have been destroyed or disturbed by the Contractor or their employees, the cost of replacing them, including labor and overhead, shall be charged against the Contractor and shall be deducted from the payment of the work. The Owner will not be responsible for delays due to lack of grade or line stakes unless the Contractor shall have given the Engineer seventy-two (72) hours written notice that such stakes will be needed, and the Contractor's work is being conducted in a satisfactory manner and at a satisfactory rate of progress to require staking.

**6. STANDARD SPECIFICATIONS**

Where materials are subject to standard specifications, such as ASTM, AISC, AWWA, etc., as stated in the specifications, they shall be subject to the latest revisions of the specifications unless modified by these specifications.

**7. PERMITS, LICENSES AND COMPLIANCE WITH LAWS**

The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work, and/or required by the municipal, state and federal regulations and laws, unless specified otherwise in the contract specifications.

The Contractor shall give all notices, pay all fees, and comply with all federal, state and municipal laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. This contract, as to all matters not particularly referred to and defined therein, shall notwithstanding be subject to the provisions of all pertinent ordinances of the municipality within those limits the work is constructed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

**8. CHANGE OF CONTRACT PRICE**

The contract price may only be changed by a change order. If the Contractor is entitled by the contract documents to make a claim for an increase in the contract price, its claim shall be in writing delivered to the Owner and the Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Any change in the contract price resulting from any such claim shall be incorporated in a change order.

**9. LIMITATIONS OF OPERATIONS**

The Contractor shall not open up work to the prejudice of work already started. The Engineer may require the Contractor to finish the portion of work on which work is in progress before the Contractor starts work on additional portions.

No work will be permitted, except with the specific written permission of the Engineer, during night-time hours (from dusk to dawn) or on Sundays or on the following holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**10. ADDITIONAL INSPECTORS**

Ordinarily, only one inspector will be employed on each improvement contract, but if on account of a disregard of the specifications on the part of the Contractor additional inspectors should be required, such additional inspectors shall be employed by the Engineer as they may deem necessary to insure a faithful compliance with the contract and the cost of such additional inspectors shall be charged to said Contractor and deducted from the amount due him in settlement.

**11. CONTRACTOR TO AID IN INSPECTION**

The Contractor shall be required to furnish such individuals and equipment as may be necessary to aid the Engineer or inspectors in the examination and inspection of the project and in case the Contractor shall neglect or refuse to do so, such equipment and individuals as in the opinion of the Engineer may be necessary, shall be employed and the expense incurred shall be deducted from any money then due or which may thereafter become due the Contractor.

**12. EXPENSE OF EXAMINATION OF WORK**

Whenever required by the Engineer, the Contractor shall furnish all tools and labor necessary to make an examination of any work completed or in progress under these plans and specifications. If the work so examined is found to be defective in any respect and not in accordance with such plans and specifications, the Contractor shall bear all expenses of such examination and of satisfactory reconstruction. Upon reconstruction, the work shall be retested or reexamined at the Contractor's expense.

If the work so examined is found to be in accordance with the plans and specifications, the Contractor shall be reimbursed for the actual cost to them of the inspection and reconstruction, unless the Special Conditions or specifications state otherwise.

**13. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

It is hereby understood and mutually agreed by and between the Contractor and Owner, that the date of beginning and time for completion as specified in the contract of work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly

understood and agreed by and between the Contractor and the Owner, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completion of the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the government;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather, and
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a and b of this article. Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

#### **14. MATERIALS AND EQUIPMENT - CERTIFICATION AND TESTING**

All materials and equipment to be furnished by the Contractor for incorporation in the work shall be new.

Unless otherwise specified in these contract documents, the Contractor shall submit to the Engineer laboratory test results of tests, as required in these contract documents, of materials to be incorporated in the work and/or certification that materials to be incorporated in the work have been tested as required in these contract documents. The testing and/or certification shall be made by an accredited independent, approved laboratory and the test results and/or certification executed by a Professional Engineer registered in the state in which the project is to be constructed where applicable. The cost of the testing shall be borne by the Contractor unless otherwise specified in these contract documents. Said cost shall be included in the contract price of the work without extra cost to the Owner.

The Engineer may require additional tests when the Engineer has reasonable doubt that materials furnished comply with the specifications. If additional tests establish that materials comply with the specifications, all costs of such additional tests shall be borne by the Owner; whereas, if the additional tests establish that the materials do not comply with the specifications, all costs of such tests shall be borne by the Contractor.

All materials and equipment being incorporated in the work are subject to inspection, test or rejection at any time during their preparation or use.

**15. INCIDENTAL CONSTRUCTION**

Where work is called for to be done on the plans and specifications and no specific pay items are included for this work in the proposal, the cost of such work shall be included in the price bid for the various improvements and no additional payment will be made therefor.

**16. WASTE SITES AND SALVAGE**

Salvaged materials such as castings, pipe and similar materials shall be disposed of by the Contractor as designated in these contract documents or as approved by the Engineer.

Surplus excavated materials such as earth, rock, broken concrete, and similar materials shall be disposed of in the following locations as noted in these contract documents or as approved by the Engineer:

- A. Used to widen embankments or flatten slopes. Surplus materials disposed of in this manner will be required to be rolled unless the widening is made at the same time the embankment is constructed.
- B. Disposed of within and/or adjacent to the job site.
- C. Disposed of within a waste area noted on the drawings.
- D. Disposed of, in a legal manner, outside the limits of the job site at a location chosen by the Contractor and approved by the Engineer, at the Contractor's expense.

**17. MONTHLY PROGRESS PAYMENTS**

Monthly progress payments will be made under this contract.

The Contractor shall submit, at least ten (10) days prior to submitting a progress payment estimate, a schedule of values of work (price breakdown) including quantities and unit prices for lump sum items or contracts. This schedule shall be satisfactory in form and substance to the Engineer and shall subdivide the work involved in the lump sum items or contracts in sufficient detail to serve as the basis for progress payments during construction.

Cost of materials and equipment, properly stored, protected and insured at the site of the work will be paid on monthly estimates.

**18. "OR EQUAL" CLAUSE**

Whenever in any section of the contract documents any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal" if not inserted shall be implied. The specific article, materials, or equipment mentioned shall be understood as indicating the type, function, minimum, standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers products of comparable quality, design, and efficiency, as approved by the Engineer.

**19. SCHEDULE OF EQUIPMENT ITEMS**

When the contract documents require, the Contractor shall indicate on or with their proposal the name of the manufacturer and/or supplier of manufactured items to be incorporated in the project. Only manufacturers and suppliers approved by the Engineer may be used for and incorporated into the project.

If the contract documents do not require the manufacturer/supplier to be indicated on/with the proposal or if additional manufacturers/suppliers are to be used other than those indicated on the proposal, the Contractor as soon as possible after the execution of the contract on all contracts incorporating manufactured items, shall submit to the Engineer for approval the name of the manufacturer of each item proposed to be purchased, together with a complete description of the item and catalog cuts. No final purchase of manufactured equipment items shall be made until the written approval of the Engineer is obtained, and no deviation from the indicated or selected manufacturers as stated in the proposal/contract or as approved by the Engineer will be accepted.

**20. SHOP DRAWINGS**

As soon as possible after the award of the contract or approval of the source and purchase of items of materials and equipment, the Contractor shall submit to the Engineer shop or setting drawings and schedules for every item of equipment or material to be incorporated in the work which is fabricated or manufactured off-site, including but not limited to, those pertaining to structural and reinforcing steel, electrical, plumbing, carpentry, heating and ventilation. The Engineer will promptly review shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviation from the contract documents. The approval of any shop drawings which substantially deviates from the requirements of the contract documents will be evidenced by a change order. When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Portions of the work requiring a shop drawing or sample submission shall not begin until shop drawings or submissions have been approved by the Engineer. The Contractor shall submit at least four (4) copies of the shop or setting drawings to the Engineer. The Engineer will retain three (3) copies of all shop drawings submitted. The Contractor will submit any additional copies as may be required for the Contractor's use or the manufacturer's/supplier's use. The shop drawings will be returned to the Contractor unless the Contractor instructs the Engineer to return the shop drawings directly to the manufacturer or supplier. If the review of shop drawings require resubmission, the same number of resubmitted copies are required.

The Engineer's approval of shop drawings of equipment and materials shall extend only to determining the conformity of such equipment and materials with the general features of the contract drawings and contract specifications prepared by the Engineer. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work, correct operation will result.

**21. ASSIGNMENT OF CONTRACT**

No assignment by the Contractor of any construction contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereof. Such written approval by the Owner shall not relieve the Contractor of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms or corporation rendering such services or supplying such materials."

**22. UTILITY COSTS**

The Contractor shall pay the established water rates for water obtained from the Owner, if so assessed by the Owner. Large quantities of water for flushing trenches, filling mains or other operations shall be drawn only at night or at times specifically authorized by the Owner.

The cost of all water, telephone, power, lighting, and heating required during construction shall be paid by the Contractor and its cost merged in the contract price.

**23. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- (b) For defective work not remedied.
- (c) For failure of the Contractor to make proper payments to the subcontractor.
- (d) Reasonable doubt that this contract can be completed for the balance then unpaid.
- (e) Evidence of damage to another Contractor.
- (f) Liquidated damages when assessed by the Owner.

The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

The Owner reserves the right, even after full completion and acceptance of the work, to refuse payment of the final retainage due the Contractor until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

**24. MAJOR EQUIPMENT DRAWINGS**

The contract drawings detail structures, piping and appurtenances and indicate equipment to accomplish certain results. If a contract is entered into which includes items of equipment facilities, or processes requiring any modifications or deviations from the contract drawings, the Contractor shall prepare and submit to the Engineer detailed drawings showing all modifications in structures, reinforcing steel, piping, electrical and mechanical work, etc., to adapt the Contract Drawings to the alternate equipment or facilities. The Engineer will review such drawings and either approve them or indicate thereon changes necessary to comply with the project requirements. The Contractor shall revise any unapproved drawings and resubmit them to the Engineer.

**25. OWNER TO HAVE OLD MATERIAL**

The Owner reserves the right to haul away and use any of the old material that the Contractor has taken up from a street that is to be repaved, or a walk, roadway or bridge that has to be rebuilt, provided that such old material is not required in the repaving of that street, relaying the walk or rebuilding the roadway, bridge, drain, sewer or other improvements under contract.

**26. OWNER MAY REVISE EXISTING WORK**

Prior to the completion of the grading for the improvement, the Owner may lay sewers or water mains therein or may authorize others to lay gas mains, water pipes or conduits therein or make private connections with underground sewer, gas or water pipes or conduits and when this is permitted the Contractor shall not interfere with or place any impediment in the way of performance of such work. The trenches dug for such purpose shall be refilled by the party making them in such a manner as to permit a minimum amount of settling. If the Contractor is delayed in the prosecution of their work on account of such improvements he shall not be entitled to damages therefor, but they will be entitled to an extension of time for completion in proportion to his delay. If settlements occur over trenches upon rolling or preparation of the subgrade, the Contractor shall supply such materials as the Engineer may direct to refill the same in order to prevent further settling and they shall be entitled to payment for such work and materials on the basis of unit price bid therefor. If the Contractor has made such trenches, they shall be responsible for proper refilling and no allowance will be made to them for labor or materials furnished therefor. Where it becomes necessary along the line of the improvement to build up or cut down manholes, catch basins, or to reset or renew any frames or covers from manholes, catch basins, water or gas valves in order to conform the same to the new improvement, the Contractor shall be required to furnish all labor or materials necessary therefor and such expense shall be merged in their contract price.

**27. RELATIONS TO OTHER CONTRACTORS**

The Contractor is required so far as possible to so arrange his work and to so dispose of his materials as will not interfere with the work or storage of material of other contractors engaged upon the work. They are also required to join their work to that of others and to existing pavements in a proper manner and in accordance with the spirit of the plans and specifications and to perform their work in the proper sequence in relation to that of other contractors, and as may be directed by the Engineer.

**28. PROVISION FOR DRAINAGE**

If it is necessary in the prosecution of the work to interrupt or obstruct the natural drainage of the surface or the flow in artificial drains, the Contractor shall provide for the same during the progress of the work in such a way that no damage shall result to either public or private interests. For any neglect to so provide for either natural or artificial drainage which the Contractor may have interrupted, they shall be held liable for all damages which may result therefrom.

**29. INSURANCE**

SEE SPECIAL CONDITIONS FOR INSURANCE REQUIREMENTS

**30. CONTRACTOR'S EMPLOYEES**

This article supplements article 3-08 of the General Conditions. In addition to "incompetent and incorrigible" employees, the Contractor shall also remove from the project, when requested by the Engineer, employees who are careless, disorderly or who refuse or neglect to perform the work in accordance with the specifications and as requested by the inspector.

**31. CONTRACTOR'S RESPONSIBILITIES TOWARD INSPECTIONS**

The Contractor shall notify the Engineer 24 hours prior to beginning construction so that inspections can be scheduled. Failure to give the required notice will result in delays in beginning construction. Such delays will not be grounds for an extension of the contract completion date. The Contractor shall also give a 24 hour notice if the work is planned to be stopped for any reason other than Sundays, holidays, etc. If no work stoppage notice is given, the cost of providing inspection may be charged to the Contractor.

The Contractor shall provide suitable access to all parts of the project. This includes ladders for deep catch basins or manholes where no steps are installed.

**32. EXTRA WORK**

Payment for extra work will be authorized only after a price for said work has been submitted in writing by the Contractor and approved by the Engineer and the Owner. The price shall list in detail what work is covered.

**33. DAMAGE TO EXISTING ITEMS**

Any items such as lawns, driveways, sidewalks, landscaping, structures, etc., which are damaged by the Contractor during construction shall be repaired as directed by the Engineer. In all cases, the repair shall restore the conditions to equal to or better than it was before the damage. The cost of any damaged existing item shall be borne by the Contractor unless specific pay items are included in the proposal.

**34. DEDUCTION FOR UNCORRECTED WORK**

Neither the final payment on this contract by the Owner nor any provisions in these Contract Documents shall relieve Contractors of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period provided by law or within the guarantee period from final acceptance of the work performed under this contract, whichever is greater, nor the responsibility of remedying such faulty workmanship and materials.

**35. ADDITIONS AND CLARIFICATIONS OF THE GENERAL CONDITIONS**

The following are additions to or clarifications of the General Conditions and are indexed by the General Condition Item Number. Changes are as follows:

1-03, 1-04, 1-05, 1-08    The definition of the Owner, Engineer, Work or Project, Supplemental Specification where applicable are defined in the Notice and Instructions to Bidders, the Supplemental General Condition, or the Special Conditions.

1-18 --    Written Notice may be served by registered or certified mail.

1-21 --    Days shall mean consecutive calendar days.

- 2-02 -- The Engineer shall interpret the intent of the plans and specifications. The specifications, if in conflict with the plans, shall govern. Addenda, if in conflict with either plans or specifications, shall govern.

The Owner shall interpret the intent of the Contract Documents other than the plans and specifications. The order of priority of the Contract Documents is as follows:

Notice to Bidders  
Instructions to Bidder  
Proposal w/Bid Schedule  
Bid Bond  
Improvement Contract  
Contractor's Improvement Bond  
Special Conditions of the Contract  
Supplemental General Conditions of the Contract  
General Conditions of the Contract

- 3-02 -- The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the work or calendar days specified.
- 3-08 -- There shall be no discrimination against any employee or applicant for employment because of race, creed, color, age, or sex. This provision shall be included in all subcontracts.
- 5-01 -- The Engineer shall determine if the material or equipment that the Contractor proposes to substitute is equal or better than the specified or previously approved equipment or materials and/or manufacturers or suppliers. Suppliers and manufacturers of equipment not previously approved may wish to obtain approval from the Engineer prior to quoting the material or equipment.
- 5-09 -- The Notification for Repair or Replacement of any defective work and/or material may be made by the Engineer on behalf of the Owner in writing.
- 6-01 -- Reference to liens and the requirement for submission of lien waivers has been removed.
- 6-09E -- The Contractor must notify police, fire and disaster units of all street closings.
- 7-04 -- The cost of materials, properly stored, protected and insured at the site of the work will be paid on monthly estimates. The Contractor shall submit invoices for all material used on the project. The total amount delivered to the project minus the amount used and incorporated into the project subject to field verification shall be the amount of material used in determining the payment for material stored on site. The Engineer shall approve those items of material that can be paid for as stored on site.
- 7-07 -- Delete entire paragraph.
- 7-14 -- Delete entire paragraph.
- Addition of Gender Reference: It is hereby agreed by and between the parties hereto that words imparting one gender shall be extended and implied to either gender, i.e. such words, as used in the General Conditions, shall henceforth be interpreted to mean either gender, e.g. "his" shall mean "his/her," "he" shall mean "he/she."

**CHANGE ORDER**

Change Order No: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Project: Dubuque County Courthouse HVAC Upgrade No. \_\_\_\_\_

Contractor: \_\_\_\_\_

**Description of Change:**

**Justification for Change:**

**Change in Contract Price:**

The amount of the contract will be (Decreased) (Increased) by this change order by the sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Adjustment in Amount of Contract:**

1. Amount of Original Contract	\$ _____
2. Net (Addition) (Reduction) due to all previous change orders	\$ _____
3. Amount of contract not including this change order	\$ _____
4. (Addition) (Reduction) to contract due to this change order	\$ _____
5. Amount of contract including this change order	\$ _____

**Change Order Conditions:**

The contract completion period established by the original contract and previous change orders will (be increased) (be decreased) (remain unchanged). The final completion date, prior to this change order, was \_\_\_\_\_, 20\_\_\_\_. The final completion date as affected by this change order will be \_\_\_\_\_, 20\_\_\_\_.

Work performed under this change order will be subject to all the requirements as stated herein and in the contract documents and all change orders.

The Contractor expressly agrees that he will place under coverage of his Contractor's Improvement Bond and insurance all work covered by this change order.

All work performed under this change order shall be performed in accordance with the requirements of this change order, the plans, the specifications, and the contract documents.

Recommended for Acceptance:

**ENGINEER**

SEAL	I hereby certify that this document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional _____ under the laws of the State of Iowa.  FOR _____  _____, Date License Number _____ My license renewal date is _____ Pages or sheets covered by this seal:    Change Order No. _____
------	---

Accepted and/or Requested:

**CONTRACTOR**

Attest (Optional):

BY \_\_\_\_\_  
Signature

BY \_\_\_\_\_  
Signature

NAME \_\_\_\_\_  
Type or Print

NAME \_\_\_\_\_  
Type or Print

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Accepted and/or Requested:

**OWNER**

Attest (Optional):

BY \_\_\_\_\_  
Signature

BY \_\_\_\_\_  
Signature

NAME: \_\_\_\_\_  
Type or Print

NAME \_\_\_\_\_  
Type or Print

TITLE: \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



**CONTRACT PAYMENT NO.**

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CHANGE ORDER NO.	DATE	CHANGE ORDER DESCRIPTION	PREVIOUS TOTAL AMOUNT	THIS PERIOD AMOUNT	TOTAL TO DATE	PERCENT

**TOTAL CHANGE ORDER WORK**

**TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE**

Less: Amount Retained Per Contract 5%

Value of Stored Materials (See Attached List)

Less: Stored Materials Amount Retained Per Contract 5%

Net Amount Earned to Date

Less: Previous Amount Earned

**BALANCE DUE TO CONTRACTOR THIS PAYMENT**

J-2

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

**CONTRACTOR:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned Engineer recommends payment to the Contractor of the balance due this payment as shown.

**ENGINEER:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL OF OWNER:**

AMOUNT PAID \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Dubuque County Courthouse HVAC Upgrade

### SPECIAL CONDITIONS

1. **SALES TAX:** Pursuant to Iowa Code Sections 422.42 (15) and (16) and 422.47 (5) the Owner is exempt from state sales tax on materials and equipment to be incorporated into this project. Sales tax shall not be included in the contract price. The Owner will provide an authorization letter and an exemption certificate to the general contractor and all subcontractors. The contractor(s) and subcontractor(s) will give a copy of the exemption certificate to each of their material suppliers. This will allow contractor(s)/ subcontractor(s) to purchase building materials for the contract free from sales tax (Iowa sales tax and any applicable local option sales tax and school infrastructure local option sales tax). Contractors and suppliers shall retain the exemption certificate in their records for at least three years. Contractors are not permitted to purchase any material or equipment under the tax exemption certificate for any other project.
2. **TRAFFIC CONTROL:** Traffic control devices, procedures, layouts, signing and pavement markings installed within the limits of this project shall conform to the current "Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways, as adopted by the Iowa Department of Transportation per 761 of the Iowa Administration Code (IAC), Chapter 130." The Contractor shall furnish traffic control including barricades and signs in accordance with the current MUTCD. The Contractor shall provide and maintain barricades, danger and warning signs, and suitable and effective lights along the line of the work, and he shall take all reasonable precautions for the prevention of accidents and the protection of the public during the progress of the work. Barricades and warning signs shall conform to Iowa DOT Specifications. Warning lights must be maintained at night on barricades placed around the work from sunset until sunrise and watchman employed as additional security whenever the same may be needed.
3. **TRAFFIC CONTROL WITHIN AND ABUTTING THE PROJECT:** The Contractor shall place and maintain all signs, barricades and warning lights within the limits of the project on all streets, alleys and driveways entering the project as required. All traffic control equipment shall be furnished, maintained, and removed by the Contractor at the appropriate time.
4. **RESTRICTION OF PARKING:** Where parking is a hazard to through-traffic or to the construction work, it shall be restricted during the time when it creates a hazard. Signs for this purpose will be provided and installed by the Contractor. Notification will be given at least one week in advance prior to the posting of No Parking signs. The Contractor shall provide, install, maintain and remove the signs, the costs for which shall be included in the lump sum cost of traffic control.
5. **CORRELATION OF DOCUMENTS:** Anything mentioned in the specifications and not shown on the drawings or anything shown on the drawings and not mentioned in the specifications shall be of like affect as if or mentioned in both.
6. **CLEANUP AND RESTORATION:** During construction and prior to acceptance of the project by the Owner, the entire site shall have all construction debris removed and areas shall be left in a clean condition. All dirt, dust or mud resulting from construction activities shall be removed from all areas.
7. **NUISANCE CONTROLS:** The Contractor is required to minimize noise, dust, pests, debris, rodents, pollution and erosion at the construction site. Debris shall be promptly removed from the site. Storage areas shall be such that pests and rodents can be controlled.
8. **PERMITS:** Bidder is responsible for securing applicable building permit from the City of Dubuque for this project, and shall include the cost of same in the bid.
9. **WATER:** The County will provide water for this construction project at no charge to the Contractor. The Contractor shall contact County staff to obtain water from available sources.

## Dubuque County Courthouse HVAC Upgrade

10. **DISPOSAL OF MATERIALS:** The Contractor shall dispose of waste materials at a location provided by the Contractor.
11. **SUBMITTALS:** Submittals are required for equipment, controls, and products required for necessary alterations. Submittals shall be transmitted electronically.  
  
All suppliers and subcontractors are required to provide shop drawing information directly to the general contractor. The general contractor is to review the shop drawing information for accuracy before submitting to the Engineer for review and approval.
12. **RESPONSIBILITY:** The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage which may result from failure or improper construction, maintenance or operation.
13. **SAFETY:** Neither the Owner nor Engineer are responsible for Contractors' compliance with state and federal health and safety requirements.
14. **MATERIAL STORAGE:** All materials and equipment stored at the site shall be protected from the elements where such exposure would be detrimental and shall be adequately supported to prevent bending, warping, and other degradation of material properties. Limited storage within existing facility is available, coordinate with Owner.
15. **CONTACT ADJACENT PROPERTY OWNER, RENTER, OR BUSINESS:** The Contractor shall contact the residents and companies adjacent to the project to advise them when access will be restricted or limited and the duration. The Contractor shall coordinate access to businesses as they need it. Interruptions are to be kept to a minimum.
16. **RIGHT-OF-WAY:** All work shall be performed within the right-of-way or Owner's property unless the Contractor receives written permission from the Owner to occupy or use private property.
17. **EMERGENCY ACCESS:** The Contractor shall, to the greatest extent possible, maintain vehicle access especially for emergency vehicles on existing streets and drives. The Contractor shall be responsible for notifying fire, police and sheriff departments of streets that must be closed and anticipated duration of closure.
18. **EQUIPMENT SUBSTITUTIONS:** All equipment substitutions must be approved by the Engineer prior to bidding.
19. **CONTRACTOR REGISTRATION:** All contractors and subcontractors working on this project must be registered with the Division of Labor Services, Iowa Workforce Development.
20. **"OR EQUAL" STATEMENT:** Whenever in any part of the Contract Documents any article, material or equipment is defined by using the name of a manufacturer or vendor, the term "or equal", if not inserted shall be implied. The specific article, materials, or equipment mentioned shall be understood as indicating the type, functions, minimum, standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design, and efficiency. See Article 8 "Substitutions" of the General Conditions. The Engineer shall have sole authority to determine equivalence.

## Dubuque County Courthouse HVAC Upgrade

21. **CHANGE ORDERS:** All changes which affect the cost or completion date of the project must be authorized by means of a contract change order. Contract change orders may include extra work, deleted work and work for which quantities have been increased or decreased due to field measurements.
22. **DAMAGE TO EXISTING ITEMS:** Any items such as walls, ceilings, floors, etc. which are damaged by the Contractor during construction shall be repaired. In all cases, the repair shall restore the condition to equal to or better than it was before the damage. The cost of any damaged items shall be borne by the Contractor. Surface replacement shall be acceptable to the Owner's rep.
23. **PRECONSTRUCTION CONFERENCE:** A preconstruction conference will be held at the commencement of construction. The contractor is responsible for scheduling, conducting, and providing minutes for the meeting.
24. **PROGRESS MEETINGS:** Progress meetings may be held periodically during project construction. Contractor's superintendent is required to attend.
25. **NOTICE TO SUPPLIERS AND SUBCONTRACTORS:** The Owner or Engineer will, upon written request, notify the requesting supplier or subcontractor of project acceptance so that if any Iowa Code Chapter 573 claims exist they may be filed in a timely manner. If any such claims are filed with the Owner, they will result in holding of the retainage or a portion thereof and notification to the general contractor's bonding company. Retainage will be held until the general contractor submits Iowa Code Chapter 573 release from all entities submitting claims.
26. **WARRANTY PERIOD:** The warranty period shall not begin until the Owner has granted final approval of the project.
27. **LIMITATIONS OF OPERATIONS:** The Contractor shall not open up work to the prejudice of work already started. The Engineer may require the Contractor to finish the portion of work on which work is in progress before the Contractor starts work on additional portions.

No work will be permitted, except with the specific written permission of the Engineer or Owner, during night-time hours (from dusk to dawn except within normal business hours of 8:00 a.m. to 5:00 p.m.) or on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, except that work as may be required by emergency circumstances.

28. **SUBCONTRACTING:** The Contractor shall not award work to a subcontractor in excess of fifty percent (50%) of the Contract price without prior written approval of the Owner.

In addition, the Contractor shall furnish: a) a competent superintendent or foreman to direct performance of the work in accordance with the Contract requirements, and who is in charge of all construction operations regardless of who performs the work, and b) such others of his organizational capability and responsibility (supervision, management, and architect/engineering services) as may be necessary to assure strict compliance with the Contract requirements.

29. **GENDER REFERENCE:** It is hereby agreed by and between the parties hereto that words imparting one gender shall be extended and implied to either gender. Such words shall henceforth be interpreted to mean either gender, e.g. "his" shall mean "his/her", "he" shall be "he/she", etc.

## Dubuque County Courthouse HVAC Upgrade

30. **BIDDER STATUS FORM:** Under Iowa law, Bidders are required to submit the Bidder Status Form that follows the Bid Form in the specifications. Failure to provide the form with the bid may result in the bid being deemed nonresponsive. This may result in the bid being rejected by the Owner.
31. **CONTRACTOR IMPROVEMENT BOND:** The successful contractor shall be required to furnish a Contractor's Improvement Bond on the form provided in the specifications in an amount equal to one hundred percent (100%) of the contract price. The bond is to be issued by a responsible surety, approved by the Owner and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and protect and save harmless the Owner from all claims and damages of any kind caused by the operation of the Contractor. The bond shall guarantee the repair of all damage due to improper materials and workmanship for a period of one year (1) after the acceptance of the work by the Owner. Attorneys-in-fact who sign Contractor's Improvement Bonds must file, with the bond, a certified and effective dated copy of their power of attorney.
32. **CERTIFICATE OF INSURANCE:** The contractor shall provide a Certificate of Insurance indicating coverage for general liability, vehicular liability, workers compensation and an umbrella liability policy with a limit of at least \$1,000,000. Certificate of Insurance shall name the Dubuque County Auditor, Dubuque Iowa, and IIW, P.C., and MEP Engineers as additional named insured as to the acts of or failure to act by the contractor in accordance with endorsements ISO Form CG2037 0704 and CG2010 0704 or their equivalents. Such coverage afforded by the "additional insured" endorsement shall be primary insurance and non-contributing or excess with any insurance carried by additional insureds.
33. **PAYMENTS:** Contractor will be paid for work once per month and a final payment. Progress payments shall be for 95% of the work completed. The final 5% will be paid no sooner than 31 days after acceptance, provided no claims are received.

Cost of materials and equipment, properly stored, protected and insured at the site of the work will be paid on monthly estimates. Stored materials shall be fully insured and subject to inspection by the Engineer or Owner.

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1. The Contractor will indemnify and hold harmless the Owner, its elected and appointed officers, its employees, and the Engineer and its employees from any and all claims, demands, actions or cause of action arising or resulting directly or indirectly from the action or work of the Contractor hereunder, or its Subcontractors. For the purposes of insurance, including additional insured status and any other endorsement or coverage that extends coverage to the Owner and or the Engineer, the reference to Owner shall include its elected and appointed officials and employees, and reference to Engineer shall include its employees.
2. Contractor further agrees to provide the Engineer with certificates of insurance, confirming the Contractor and its Subcontractors have met the insurance requirements under this agreement.
3. Contractor's Insurance: The Contractor shall not commence work under this contract until it has obtained all insurance coverage and limits required in this agreement. Certificates of insurance countersigned by an authorized licensed agent, shall be filed with the Engineer for approval. The Contractor shall not allow any of its subcontractors to commence work until all similar insurance required has been obtained by its subcontractors, or unless otherwise approved by the Owner. In absence of specific regulations, the coverage and limits shall not be less than those specified in this agreement. The minimum limits and coverage specified shall in no way limit or restrict the Contractor's indemnification or other obligations to the Owner or Engineer stated in this agreement. Upon Owner's request, Contractor and or its subcontractors shall provide copies of any or all insurance policy forms and endorsements.
  - A) Workers Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of this contract, Workers Compensation Insurance including Employers Liability Insurance for all of their employees employed at the site of the project. In case any work is sublet, the Contractor shall require its subcontractors to similarly provide Workers Compensation Insurance and Employers Liability Insurance for all of the latter's employees. This insurance shall conform to the requirements of the state where the project is located. The policy shall be written with endorsements and limits not less than the following:
    - 1) Employers Liability

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Each Employee	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
    - 2) Endorsement WC 0003 13 - "Waiver of Our Right to Recover From Others Endorsement," in favor of the Owner.
  - B) Commercial General Liability Insurance: The Contractor shall purchase and maintain as required under this agreement Commercial General Liability Insurance using ISO (Insurance Service Office) policy form CG 0001 or equivalent policy form approved by the Owner. Said policy may not include any policy provision or endorsement limiting or excluding coverage for work performed by subcontractors hired by Contractor. In absence of specific regulations, the coverage and limits shall not be less than the following:
    - 1) Commercial General Liability Limits

Limit Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000

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- 2) ISO Endorsements CG 20 10 07 04 (Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization” **and** CG 20 37 07 04 “Additional Insured - Owners, Lessees or Contractors - Completed Operations” or equivalent endorsement(s) approved by Owner, naming Owner and Engineer as an additional insured on a primary and non-contributory basis. Owner and Engineer shall remain an additional insured under endorsement CG 20 37 07 04 for a minimum of two (2) years following completion of the project.
  - 3) ISO Endorsement CG 25 03 05 09, “Designated Construction Project(s) General Aggregate Limit” or equivalent endorsement approved by Owner.
  - 4) ISO Endorsement CG 24 04 05 09, “Waiver of Transfer of Rights of Recovery Against Others to Us” or equivalent endorsement approved by Owner, in favor of Owner and Engineer.
  - 5) Governmental Immunities Endorsement, with the following provisions included. Endorsement is subject to Owner approval.
    - a) Non-Waiver of Governmental Immunity
    - b) Claims Coverage (if relative to State of Iowa Code Section 670.4)
    - c) Assertion of Governmental Immunity
    - d) Non-Denial of Coverage
    - e) No Other Change in Policy
- C) Business Auto Liability Insurance: The Contractor shall purchase and maintain as required under this agreement Business Auto Liability Insurance using ISO (Insurance Service Office) policy form CA 0001 or equivalent policy form approved by the Owner. Said policy shall include liability coverage for hired, non-owned and all owned autos (if any). In absence of specific regulations, the coverage and limits shall not be less than the following:
- 1) Business Auto Liability Limits  
Limit Each Occurrence \$1,000,000
  - 2) If Contractor or its subcontractors transport fuel to or on the construction site, Contractor shall provide evidence that its Business Auto Policy has been endorsed to provide Pollution Liability coverage using ISO endorsement CA 99 55 03 06, “Pollution Liability - Broadened Coverage for Covered Autos”, or an equivalent endorsement acceptable to Owner.
- D) Liability Insurance Covering Special Hazards - When Applicable
- 1) If applicable or required by Owner, Contractor and Subcontractors shall purchase and maintain Pollution Liability Insurance. All policies, forms, endorsements and limits shall be subject to approval by Owner.
  - 2) If work involves blasting or underground work, Contractor may not have any exclusion limiting or eliminating such coverage from its Commercial General Liability policy.

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E) Umbrella Liability: Contractor shall purchase and maintain as required under this agreement Commercial Umbrella Liability Insurance using a policy form that provides coverage at least as broad as provided in underlying policies and endorsements required in items A, B, and C in this agreement.

1) Umbrella Limit Each Occurrence	\$2,000,000
Annual Aggregate Limit	\$2,000,000
Retention	\$ 10,000

F) Subcontractors: Contractor shall require its Subcontractors to comply with the insurance requirements as stated in this agreement, unless approved by the Owner. Upon request, the Owner will consider lower limits for minor (less than 10% subcontractors).

G) Builders Risk Insurance: The contractor will not be required to carry builder's risk insurance.

# DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 PROJECT INFORMATION

- A. Project Identification: Dubuque County Courthouse HVAC Upgrade.
  - 1. Project Location: Dubuque County Courthouse, 720 Central Avenue, Dubuque, IA 52004.
- B. Owner: Dubuque County Courthouse, 720 Central Avenue, Dubuque, IA 52004.
  - 1. Owner's Representative: Chris Soeder, Dubuque County Facilities Superintendent.
- C. Engineer:
  - Ryan F. Larson, P.E.
  - Principal, Mechanical Engineer
  - MEP Engineers
  - 374 Bluff Street, Dubuque IA
  - Phone: 563-587-8637
- D. The Work consists of the following: Replacement of all console unit heat pumps (approximately 105), several horizontal units, and an attic fan coil unit. Adding new horizontal heat pump to the mechanical room. Adding full building automation system with wireless heat pump controllers and wireless thermostats. Adding monitoring provisions for pumps, heat exchanger and other critical pump room devices.

#### 1.3 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

#### 1.4 USE OF PREMISES

- A. General: Contractor shall have full use of the immediate vicinity of the facility for construction operations, during construction period. Contractor's use of premises is limited by Owner's right to perform work or to retain other contractors on portions of Project. Use of adjacent street areas shall be coordinated and paid for by the contractor. Contractor shall coordinate access and building security with the owner.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

1. Owner Occupancy: Allow for Owner occupancy of Project site, Public use may need to be accommodated in the event of a schedule overrun.
  2. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations or lack of protection. Protect building and its occupants during construction period.

### 1.5 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. The time period from Notice to Proceed and when access to the site is provided shall be used efficiently by the Contractor to obtain approvals and acquire materials.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

1. Initial Review: Allow 10 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Resubmittal Review: Allow 10 calendar days for review of each resubmittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
  
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Remarks.
    - k. Signature of transmitter.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

- H. Use for Construction: Use only final submittals with mark indicating **approval by Engineer.**

### PART 2 - PRODUCTS

#### 2.1 SUBMITTALS

- A. General: Prepare and submit Submittals where required on the drawings or as required by the Engineer. Engineer will determine if the submittal is an "Action" or "Informational" submittal and take the required steps indicated in Part 3.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Printed performance curves.
    - g. Operational range diagrams.
    - h. Mill reports.
    - i. Standard product operation and maintenance manuals.
    - j. Compliance with specified referenced standards.
    - k. Testing by recognized testing agency.
    - l. Application of testing agency labels and seals.
    - m. Notation of coordination requirements.
  4. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Engineer will return two copies. Retain one returned copy as a Project Record Document.
- C. Shop Drawings: Where required on the drawings or as required by the Engineer, prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

- g. Templates and patterns.
  - h. Schedules.
  - i. Design calculations.
  - j. Compliance with specified standards.
  - k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.
  - m. Relationship to adjoining construction clearly indicated.
  - n. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
  - 3. Number of Copies: Submit three opaque copies of each submittal.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ENGINEER'S / ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

# DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- D. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

### 1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

### 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

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- G. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

### 1.7 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 1. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 2. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel.
- F. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

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### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

# DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

#### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

### PART 2 - PRODUCTS

#### 2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
  - 1. Store combustible materials apart from building.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Sanitary Facilities:
  - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

#### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

#### 3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

## DUBUQUE COUNTY COURTHOUSE HVAC UPGRADE

- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor.

END OF SECTION 015000

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Deliver spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 5. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
  - 6. Submit changeover information related to Owner's occupancy, use, and maintenance.
  - 7. Complete final cleaning requirements.
  - 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
  - 1. Results of completed inspection will form the basis of requirements for Final Completion.

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### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment.
  - 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Instruct Owner's personnel on maintenance of products and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. In the event that identified items listed on the Substantial Completion List are still not completed or corrected, Engineer will develop a second "punch list" and a third inspection shall be required at the expense of the Contractor. Engineer's regular fee rates shall apply and shall be deducted from the final payment.

### 1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work at Completion of the project.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper. (2) binders (sets) required.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

### 1.6 OPERATION & MAINTENANCE MANUALS

- A. Submittal Time: Submit written documents on request of Engineer for designated portions of the Work that require operation or maintenance information at the end of the project.

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- B. Organize documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind informational documents in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper. (2) binders (sets) required.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "OPERATION & MAINTENANCE MANUAL", " Project name, and name of Contractor.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - b. Remove labels that are not permanent.
    - c. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700