

Shenandoah Community School District Board of Directors
Shenandoah Administrative Board Room
February 24, 2020 – 5:00 p.m.
Special Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Public Hearing – Asbestos Abatement
4. Public Hearing - Renovation Phase 2
5. Consent Agenda
 - a. Personnel Requests

Contracts:

*Karter Rohrbaugh	MS/HS Social Studies Asst. HS Baseball MS Football	BA Step 1
*Keegan Nelson	6 th Grade	BA Step 1
*Shon Wells	Asst. HS Football *pending final licensure	

Resignations:

Jamey Thompson	Elementary Associate	effective 2/28/20
Kelly Shaffer	6 th Grade Science	

Early Retirement Incentive Resignations:

Jon Skillern	HS Math, MS Wrestling, HS Girls Track
Terry Fichter	6 th Grade Language Arts

6. Action Items
 - a. Approve Asbestos Bid
 - i. McGill Abatement Company \$29,644
 1. Approve Option 2 Abatement Post Testing \$15,900
 - b. Approve A132-2009 Standard Form of Agreement with McGill Abatement Company
 - c. Approve the A232-2009 General Conditions
 - d. Set Public Hearing on March 9, 2020 for School Calendar
 - e. Approve extended deadline (March 6) for retirement incentive due to an extenuating circumstance for Betsy Max
 - f. Present Opening Proposal to SEA
 - g. Present Opening Proposal to SSA+
7. Informational Items

Special Meeting – March 6, 2020 at 10:00 A.M.
Next Regular Meeting – March 9, 2020 at 5:00 P.M.
8. Adjournment

 **AIA** Document A132™ – 2009**Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

AGREEMENT made as of the 24th day of February in the year 2020
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601
Phone: (712)246-1581
Fax: (712)246-3722

and the Contractor:
(*Name, legal status, address and other information*)

McGill Abatement Company, LLC
4205 South 33rd Street
Omaha, NE 68107

for the following Project:
(*Name, location and detailed description*)

Shenandoah Community School District
Shenandoah High School Renovation – Asbestos Abatement
Shenandoah, IA 51601

Construction Manager:
(*Name, legal status, address and other information*)

Carl A. Nelson & Company
1815 Des Moines Avenue
Burlington, IA 52601

The Architect:
(*Name, legal status, address and other information*)

Carl A. Nelson & Company
1815 Des Moines Avenue
Burlington, IA 52601

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package No. 7 - Asbestos Abatement

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

7§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

See Schedule in the Project Specifications.

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor’s Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Twenty-Seven Thousand Four Hundred Ten and No/100 Dollars (\$ 27,410.00), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Tile and mastic	SF	\$3.50
Mastic only	SF	\$3.50
Two layer tile and mastic	SF	\$5.00
Mastic only, under carpet	SF	\$2.00
TSI pipe fitting	LF	\$30.00
Floor mastic under wall base	LF	\$25.00
Extra mobilization, if not on site	Round trip	\$650.00

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

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User Notes:

Item

Allowance

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the last day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5

- %) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
 - .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work, retainage applicable to such work and unsettled claims or as otherwise required under Iowa Code Chapters 26 and 573 ; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable

§
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5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

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(Paragraphs Deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a
Final Certificate for Payment has been issued by the Architect
- .3

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than 31 days following approval and final acceptance of the Project by the Board of Directors (Owner) upon receipt and review of the Construction Manager's and/or Architect's Certificate and Recommendation for Final Payment.

Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter

26.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Construction Manager

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less (Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Dr. Kerri Nelson, Superintendent
Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601

§ 8.4 The Contractor's representative:
(Name, address and other information)

Lee Levier, Project Manager
McGill Abatement Company, LLC
4205 South 33rd Street
Omaha, NE 68107

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees of any of them (Indemnitees) from and against any and all claims, damages, causes of action, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnity. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable

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attorney’s fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term “legal action” shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner’s schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify, by execution of this Agreement, that the services provided under this Contract comply with Iowa Code 692A.113.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Bid Package No. 7 – Asbestos Abatement Specifications and General Requirements, dated February 6, 2020, 14 pages

NESHAP Pre-Renovation Asbestos Survey, dated February 5, 2020, 22 pages

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
G0.3A	Asbestos Abatement – Area A	February 6, 2020
G0.3B	Asbestos Abatement – Area B	February 6, 2020
G0.3C	Asbestos Abatement – Area C	February 6, 2020
G0.3D	Asbestos Abatement – Area D	February 6, 2020

§ 9.1.6 The Addenda, if any:

Number
Addendum No. 1

Date
February 14, 2020

Pages
12

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Notice to Bidders
Specifications
Drawings
General Conditions (as modified)
Supplementary Conditions (if applicable)
Certificate of Insurance
Performance of Bond
Payment Bond

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond

Performance Bond
Payment Bond

Limit of Liability or Bond Amount (\$0.00)

100% of contract
100% of contract

See Section 11.1.2 of A232 General Conditions for Insurance Requirements

This Agreement is entered into as of the day and year first written above.

Shenandoah Community School District

OWNER *(Signature)*

McGill Abatement Company, LLC

CONTRACTOR *(Signature)*

Board President

(Printed name and title)

(Printed name and title)

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AIA[®] Document A232[™] – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Shenandoah Community School District
Shenandoah High School Renovation – Asbestos Abatement
Shenandoah, IA 51601

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Carl A. Nelson & Company
1815 Des Moines Avenue
Burlington, IA 52601

THE OWNER:

(Name, legal status and address)

Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601

THE ARCHITECT:

(Name, legal status and address)

Carl A. Nelson & Company
1815 Des Moines Avenue
Burlington, IA 52601

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Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also include the bidding requirements (advertisement or invitation to bid and Instruction to Bidders). Unless specifically enumerated in the agreements, the Contract Documents do not include sample forms and the Contractor's Bid.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.2.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Construction Manager or Architect shall identify such unsigned Documents. No Contract shall be formed between the parties until all Contract Documents are executed by both parties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results in proper operating condition.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In case of disputes over words and abbreviations which have well known or trade meanings, Architect's interpretation of terms shall be final. In case of Work or materials that are specified in the Contract Documents to be provided or supplied by more than one Contractor, each such Contractor shall be deemed to have included the Work and the Construction Manager shall determine who shall furnish Work and who shall submit a credit to Owner for the Work.

- .1 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- .2 Provide: To furnish or supply, plus install complete in place, tested and approved.
- .3 Furnish or Supply: To supply and deliver, unload, inspect for damage.
- .4 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.
- .5 The terms "approved," "required," and "as directed" refer to and indicate the work or materials that may be approved, required, or directed by the Architect acting as the Owner's representative.
- .6 The terms "shown," "indicated," "noted," "scheduled," and terms of similar import, refer to requirements contained in the Contract Documents.
- .7 The term "Trade Contractor" used in the Contract Documents shall mean Contractor.

§ 1.2.4 In the case of an inconsistency between Drawings and Specifications, or within either Document itself, not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 In the event of conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of propriety:

1. Modifications to the Contract;
 1. The Contract;
 2. Special Conditions; and
 3. General Conditions.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Construction Documents, regardless of the media or format, as instruments of service, are the property of the Owner, whether the work for which they are made is executed or not. The Owner reserves the right to use the Construction Documents developed for the Project in such manner as the Owner may desire, subject to the provisions herein. The Owner shall not use or alter the Construction Documents without first notifying the Architect

of its intended use or alteration of the Construction Documents. If Owner uses or alters the Construction Documents it shall be at the Owner's sole risk and without liability or legal exposure of any type or kind to the Architect. Nothing contained herein shall be construed as in derogation of the Architect's copyrights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 Transmission of Data in Digital Form

The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. At Contractor's written request, copies of Architect's, or Architect's Consultant's, CAD files may be provided to the Contractor for the Contractor's exclusive use in connection with Project, subject to the following:

- .1 Electronic copies of plan-type Drawings will be made available for each requested Drawing.
- .2 Contractor making request shall not distribute files to other parties.
- .3 Contractor making request shall sign copy of CAD/electronic file transfer request form and return to Architect, or Architect's Consultant, prior to receipt of CAD/electronic files. Architect, or Architect's Consultant will provide request form for Contractors signature.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph Deleted)

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Intentionally Left Blank.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Contractor shall compare information furnished by the Owner (including surveys and soil tests with observable physical conditions) and the Contract Documents and on the basis of such review, shall report to the Owner and Architect, in writing, any conflicts, errors or omissions. Contractor shall be responsible for any additional costs, delays and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Additional sets will be furnished by Owner at Contractor's expense in the amount of cost for reproduction, postage, and handling.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seventy-two hour period after receipt of written notice from the Owner, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services and any attorney's fees made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3.1 The Contractor shall supervise and direct the Work in an excellent and workmanlike manner, complete the work and everything properly incidental thereto as stated in the Project Manual and Drawings or reasonably implied therefrom and otherwise in accordance with Contract Documents.

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.5 The Work for this Project is being completed under multiple prime Agreements between Trade Contractors and the Owner. Specification section 01 10 00 Summary of Work identifies the specific requirements for each of the prime Trade Contractors.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, including the ordering of any materials, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Any costs associated with Contractor's failure to immediately notify the Architect and the Owner of items listed above in writing shall be borne by the Contractor.

§ 3.2.3 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.4 If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the Owner or its designees acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner, Construction Manager and the Architect of the non-compliance as provided in Section 3.2.6 and request direction before proceeding with the affected Work.

§ 3.2.5 The Contractor must promptly notify the Owner, Construction Manager and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner, Construction Manager and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

§ 3.2.6 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner, Construction Manager and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.7 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.8 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Construction Manager and/or Architect for evaluating and responding to the Contractor's requests for information where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum or extension of contract time.

§ 3.3.5 Manufacturer's printed instructions covering details of installation shall be followed where not in conflict with these Specifications. If there is a conflict, notify the Architect and obtain his approval before proceeding.

§ 3.3.6 Unless otherwise specified, all pieces of material shall be as large a stock size as is in conformity with standard good practice of the trade.

§ 3.3.5 The Owner reserves the right to retain ownership to any materials or equipment that are a part of the existing facility. If material or equipment is to be removed from the site, the Contractor shall detach such items and before removing from site, obtain permission from the Owner, or his designee, to do so. All items not retained by Owner shall be removed and disposed of in a proper manner by the Contractor.

§ 3.3.6 The Contractor shall submit one copy of Safety Data Sheets of hazardous substances to be stored or used on the Owner's premises or incorporated into the Work to the Construction Manager before bringing such substances on site. The Contractor shall also keep Safety Data Sheets posted at the work site for all hazardous substances while these substances are on the Owner's premises. Hazardous substances for the purposes of this section shall be any substance which is covered by Right to Know rules or laws.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Work required by the Contract Documents to be performed after "normal" working hours or work the Contractor elects to perform after "normal" working hours shall be completed at no additional cost to the Owner.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.2.1 After the Contract has been executed, the Owner, Construction Manager and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;**
- .2 Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;**
- .3 Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architects redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and**
- .4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.**
- .5 Agrees to compensate the Architect for any redesign fees or costs necessitated by and associated with the product substitution.**

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the site.

§ 3.4.3.1 The Contractor shall be responsible for conducting a criminal background check and a check of the Iowa Sex Offender Registry as to all persons working on Owner property or in Owner buildings. This includes all employees of the Contractor or any sub-contractor, all Independent Contractors, Casual Laborers, Workers obtained through Union Halls or Hiring Halls, and all other individuals present on Owner property at any time during the performance of the Contract. No person shall be permitted to work on Owner property is on the Sex Offender Registry as a result of a conviction of a crime against a minor. The Contractor will notify the Owner in advance for any proposed Contractor employee with a felony conviction and such person will not be placed on-site without prior Owner approval. The Contractor must have records available for the Owner to inspect upon request to verify that background/sex offender checks have been performed as required herein. The Owner reserves the right to order the Contractor to remove any person from the Owner's Work who the Owner determines to be a threat to safety of students, Owner employees, other workers, parents, visitors, or otherwise. All workers must follow Owner regulations and rules as to building access and security.

§ 3.4.3.2 The Contractor (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the schools of the Owner in accordance with Iowa Code 692A.113. The Contractor further acknowledges and certifies, by execution of the Contract with the Owner, that the services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver copy of 'Acknowledgment and Certification' with Bid Form. Refer to Document 00 4100.

§ 3.4.3.3 The Contractor shall also keep its employees and those of its subcontractor from socializing upon the site of the work after normal work hours and from fraternizing at any time with staff, students, parents and other persons who are at the school or the site of the work.

§ 3.4.3.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect or Architect's Consultants, to evaluate the Contractor's proposed substitutions and to make agreed upon changes in the Contract Documents made necessary by the Owner's acceptance of such substitutions.

§ 3.4.3.5 The Contractor, and those working under their jurisdiction, shall be licensed to perform business in the State of Iowa and provide a copy of their Iowa Workforce Development Division of Labor Services

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Contractor Registration, conform to local labor laws of the State of Iowa and all other laws, ordinances and legal requirements affecting the Work. Prior to starting Work, the Contractor shall become familiar with local labor and trade conditions, skilled and unskilled, and shall conform to local conditions. The Contractor shall consider the availability of labor in the area and import labor as may be required to meet the schedule for the Work.

§ 3.4.3.6 Contractor shall strictly abide by all laws relating to employment eligibility verifications and shall employ only persons who are legally able to work.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the workmanship will be free from defects not inherent in the quality required or permitted, that the workmanship will comply with all applicable laws, building codes, rules and regulations, and that the workmanship will conform to the requirements of the Contract Documents.

§ 3.5.2 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, or are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

§ 3.5.3 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.5.4 In case of work performed by Subcontractors and where warranties are required, secure warranties from said Subcontractors addressed to and in favor of the Owner. Deliver copies of same to Architect through the Construction Manager upon completion of work. Delivery of said warranties shall not relieve the Contractor from any obligations assumed under any other provision of Contract.

§ 3.6 Taxes

Pursuant to Iowa Code, at the time this Agreement is issued, the Owner will issue an "Exemption Authorization Letter" and a "Designated Exemption Entity, Iowa Construction Sales Tax Exemption Certificate" for the purchase or use of building materials, supplies and equipment that will be incorporated into the Work of this Agreement. Other requirements with respect to this provision are set forth within the Project Manual.

§ 3.6.1 Bidders shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.

§ 3.6.2 The Contractor shall not include in the bid State of Iowa and Local Option Sales and Use Tax for building materials that will be incorporated into real property for this project. Each Bid Package Contractor shall provide a list of Subcontractors and Sub-subcontractors with their Federal Identification Number to the Owner. The Owner will issue exemption certificates to Contractors, Subcontractors and Sub-subcontractors in order to eliminate tax from the construction materials following award of contract. If material is purchased outside the State of Iowa and the other state requires that the Contractors, Subcontractors, Sub-subcontractors and suppliers pay sales tax, they are recommended to include this price in their bid unless they are able to obtain a sales tax refund from said state.

§ 3.6.3 The Contractor shall submit required sales tax exemption information within ten (10) days of the date of the Agreement between Owner and Contractor.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor or any of its Subcontractors performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The Contractor shall take note and comply with all governing laws, rules and regulations affecting the performance of the Work. This may include such laws, rules and regulations as: (1) Licensing of Contractors for special requirements, e.g. hazardous waste removal; (2) Requirements for special construction permits; (3) Exemption from sales tax, if applicable; (4) Wage rates and employment requirements when required by law or by Owner; (5) Local labor requirements; and (6) Non-discriminatory hiring practices. Contractor shall participate in all equal employment opportunity programs applicable to the Project.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor is responsible for scheduling inspections related to the performance of its Work and ensuring Work is complete for inspections. Any costs associated with re-inspection caused by irregularities, deficiencies or non-conforming Work will be borne by the responsible contractor including compensation for the Architect's, Architect's Consultant's and Construction Manager's Additional Services related to evaluation of the problem and development of an acceptable solution.

§ 3.7.7 **The State of Iowa, its agencies, and its political subdivisions, including cities, school district and public utilities are required by Iowa Code 73A.21 to require a reciprocal resident bidder and resident labor force preference.**

§ 3.7.7.1 **A "resident bidder" means a person or entity authorized to transact business in the State of Iowa and having a place of business for transacting business with the state at which it is conducting and has conducted business for at least three (3) years prior to the date of the first advertisement for the public improvement. If any other state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign county.**

§ 3.7.7.2 **A Resident Bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country other than Iowa if that state or foreign country gives or requires any preference to bidders from that state of foreign country, gives or requires any preference to bidders from that state of foreign**

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country, including, but not limited to, any preference to bidders the imposition of any type of force preference, or any other form of preferential treatment to bidders or laborers from the state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

§ 3.7.7.3 If the Contractor is a nonresident bidder the Contractor is required to specify in the Agreement between the Owner and Contractor whether any preference is in effect in the nonresident bidder's state or country at the time of this bid and identify the source of the regulations.

§ 3.7.7.4 Compliance with Law Provision: the Contractor agrees that it will comply with all applicable Federal, State and local laws, statutes, codes, rules, and regulations having jurisdiction over Contractor's performance of the Work for the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, as amended and as enforced by the State of Iowa.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work, including work of the Contractor's subcontractors. Any change in superintendent personnel must be approved by the Owner **in writing**. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

Other communications shall be similarly confirmed on written request in each case. This individual shall be fluent in all languages necessary to communicate with Contractor's employees and subcontractors. Owner and Construction Manager shall be furnished with the e-mail address and pager, home and cell phone numbers for the Superintendent. The approved superintendent will work in this position until completion of the Work unless he shall no longer be in the Contractor's employ, or shall be released at the request of the Architect, Construction Manager and/or Owner.

§ 3.9.2 The Contractor, within ten (10) days of the date of the Agreement between Owner and Contractor, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent and key personnel in regular attendance at the Project site. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or other key personnel, or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent or other key personnel to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.3.1 The Superintendent or Superintendents shall be thoroughly competent with full experience in all phases of the Work to be performed under this Contract. Anyone not deemed capable of directing all trades involved in the Work shall be replaced or supplemented immediately upon request, by someone who is satisfactory. After a satisfactory Superintendent has been assigned, they shall not be withdrawn without the consent of the Construction Manager, Architect and/or Owner.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, within fourteen (14) days of the award of the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or as otherwise requested by the Owner, Construction Manager or Architect, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces. Each monthly update shall include a narrative including:

- .1 A description of the status of the schedule;
- .2 A discussion of current and anticipated delays;
- .3 A discussion of progress of critical path activities;
- .4 A discussion of the critical path for the remainder of the Project; and
- .5 A listing and discussion of logic changes and duration changes.

§ 3.10.2 The Contractor shall prepare a submittal schedule, within fourteen (14) days of the award of Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. The Contractor shall display a current Construction Schedule at the site for reference and reliance by the Owner, Architect and Construction Manager. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The record documents shall be a separate set of documents used only for record purposes and kept clean and undamaged.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors. The Contractor must provide the Owner, Architect and Construction Manager with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the

Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§3.12.11 The Architect's and Construction Manager's review of the Contractor's submittals will be limited to examination of an initial submittal plus one re-submittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid the Architect and/or Construction Manager for evaluation of additional re-submittals.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.13.3 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice, through communication with the Construction Manager, of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

§ 3.13.4 The Contractor shall not bring or permit any Subcontractor, supplier or anyone else for whom the Contractor is responsible, to bring on the site any asbestos, PCB's petroleum, hazardous waste or radioactive materials (except for proper use in performing the Work).

§ 3.13.5 **The Contractor shall return all improvements on, or about the site, streets, and adjacent properties which are not indicated to be altered, removed, or otherwise changed, to the conditions which existed prior to start of Work. The Contractor shall protect existing structures or other features from damage by any operation in connection with the Contract.**

§ 3.13.6 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§3.13.3 Before making any shipment of materials to the project site, Contractor shall ascertain that the Project site is in a condition to receive the shipment. If material is delivered to the Project site and the Project is not in condition to receive the materials, the materials shall be removed from the site and properly stored off-site at the expense of the Contractor or its Subcontractor. All deliveries must be coordinated in advance through the Construction Manager. The Construction Manager will not provide any labor or equipment to unload deliveries for any Contractor or its **Subcontractor.**

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. Contractors shall be responsible for cutting and patching not specifically indicated on the drawings but required for completion of their Work. Cutting and patching shall be kept to a minimum by careful planning and through providing holes, sleeves, anchors, inserts, or other built-in items as Work progresses and then only to the extent required to properly place, support, hang, anchor, or install materials and equipment. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents. All patching is subject to Architect and Construction Manager's acceptance. Unauthorized or careless cutting will not be permitted. No structural member shall be cut unless approved by the Architect or Architect's Consultants.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 Cutting and patching of construction work, or excavation and backfilling in or about the building shall be done under the direct supervision of the Contractor for that portion of Work being altered, who shall be responsible to see that patching and backfilling is accomplished by using proper labor, material, equipment and methods consistent with the requirements for other similar construction.

§ 3.14.4 Each Contractor is responsible for all cutting, fitting, patching, excavation and backfill required to complete its Work, including uncovering portions of the Work to provide for installation of ill-timed work; removing and replacing defective work; removing and replacing work not conforming to the requirements of the Contract Documents; and removing samples of installed work as specified for testing.

§3.14.5 The Contractor shall provide:

2. all necessary shoring, bracing and other supports to assure the structural safety of that portion of the work;
3. all necessary devices and methods to protect other portions of the project from damage including, but not limited to, temporary partitions and dust enclosures as required.
4. all necessary protection from the elements for that portion of the project which may be exposed by cutting and patching work, and pumping to maintain excavations free from water.

§3.14.6 The Contractor shall restore work which has been cut or removed and install new products to provide completed Work in accordance with the requirements of the Contract Documents. The Contractor shall refinish entire surfaces as necessary to provide an even finish to match adjacent finishes. For continuous surfaces, the Contractor shall refinish to the nearest intersection and for an assembly, and shall refinish the entire unit.

§3.14.7 If a dispute arises between Trade Contractors as to their responsibility for cutting, fitting, patching, excavation or backfill, as required by the foregoing sections or elsewhere in the Contract Documents, the Construction Manager may have such work completed and charge the cost thereof to the appropriate Contractors. § 3.15 Cleaning Up

§ 3.15.1 The Contractor and their subcontractors shall at all times keep the premises and surrounding area free from accumulation of waste materials, fire hazards, or rubbish caused by operations under the Contract and shall keep their work area neat and orderly through the construction period. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. The Prime Contractor shall police all daily clean-up assigning clean up to related subcontract work. All clean-up not done in one (1) days, shall be done by the Prime Contractor. The Project shall be kept neat and free of debris at all times.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, within twenty four (24) hours after notice the Owner, or Construction Manager, may clean the Site and back charge the Contractor for all costs associated with the cleaning and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

§ 3.16.1 Work will be performed in accordance with the Contract Documents, the Applicable Building Code, and other applicable law governing the Contractor's performance of the Work. No delays resulting from compliance with applicable laws or regulations may form the basis for any claim by the Contractor for delay damages or additional compensation or for any claim by the Contractor for delay damages or additional compensation or for any extensions of the Contract Time. The Contractor must not permit work outside of hours established in the Contract Documents on a Saturday, Sunday or State or federal holiday without the written consent of the Owner, given after prior written notice to the Architect and any other applicable consultants, such consent, if given, may be conditioned upon payment by the Contractor of the Owner's, Construction Manager and Architect's and any other applicable consultants' additional costs and fees, testing or regulatory agency costs incurred in monitoring such off-hours Work. The Contractor must notify the Owner and/or Construction Manager as soon as possible if Work must be performed outside such times in the interest of the safety and protection of persons or property at the Site or adjacent thereto, or in the event of any emergency. In no event shall the Contractor permit Work to be performed at the Site without the presence of the Contractor's superintendent and person responsible for the protection of persons and property at the Site and compliance with all applicable laws and regulations, if different from the superintendent.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, and employees of any of them (Indemnitees) from and against any and all claims, damages, causes of action, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnity. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

§3.19 MISCELLANEOUS CONTRACTOR RESPONSIBILITIES

§3.19.1 The Contractor agrees to adhere to the Federal Occupational Safety Act, State and local safety regulations, and the Construction Manager's Safety Program, so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.

§3.19.2 If the Construction Manager issues a safety notice to the Contractor and the Contractor fails to take corrective action immediately to insure compliance with said safety regulations and/or removal of rubbish and debris resulting from his Work that is creating a hazard, the Construction Manager shall rectify the hazard(s) with the cost of same to be reimbursed to the Owner without further notice to the Contractor.

§3.19.3 The Contractor agrees to notify the Construction Manager's representative on the job site of all accidents resulting in bodily injury or property damage shall provide the Construction Manager's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within twenty-four (24) hours of occurrence.

§3.19.4 The Contractor agrees to adequately and properly protect its Work during construction and after completion of a task until substantial completion.

§3.19.5 The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect, either nationally or in the locality in which the Work is being done.

§3.19.6 The Contractor shall submit to the Construction Manager upon request, copies of orders placed for the various materials required for the Project, or authentic stock lists if such material is normally a stock item. Order copies need not reflect prices, but should indicate type of material, quantity, vendor name and address, etc. The Contractor shall be required to submit to the Construction Manager a monthly Material Status Report, or more often if required by the Construction Manager, as a prerequisite for the monthly progress payment. The Contractor shall notify the Construction Manager immediately upon learning of a change in status of any material, equipment or supplies.

§3.19.7 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules, as established by the Construction Manager and Owner. In the event that its force is, in the judgment of the Construction Manager, inadequate to meet the established schedules during the regular work hours, the Contractor agrees to work sufficient overtime hours or increase its work force to meet such schedules at no extra cost to the Owner.

§3.19.8 The Contractor agrees to employ competent administrative, supervisory and field personnel to accomplish the Work, including layout and engineering and preparation and checking of shop drawings.

§3.19.9 The Contractor shall insure that construction tools, equipment, temporary facilities, and other items used in accomplishing the Work, whether purchased, rented or otherwise provided by the Contractor or provided by others, are in a safe, sound and good condition, they must be capable of performing the functions for which they are intended, and maintained in conformance with applicable laws and regulations.

§3.19.10 Contractor shall use, at all times on the Work, only such labor as will in no way whatsoever disturb or affect labor employed by the Owner or other contractors on the site, and Contractor's employees shall work in harmony with all such employees and contractors. Contractor shall consult with Construction Manager before making any disputed work assignments.

§3.19.11 Contractor shall assign to and maintain on the Work, a force of experienced employees, equipment and tools in first class operating condition, adequate to complete the Work within the prescribed time schedule, and shall furnish careful, efficient and experienced business administration and supervision of the work force.

§3.19.12 Any of Contractor's assigned personnel or subcontractors whom the Owner may consider to be incompetent, careless, insubordinate or otherwise objectionable, or whose conduct or presence is considered to be detrimental to the best interests of the Project, or who are not required for the Work, shall be removed at Owner's

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request. Owner shall not incur any liability, responsibility or obligation whatsoever in regard to exercising its rights herein either to Contractor or any other person.

§3.19.13 Contractor shall in all respects comply with, and shall cooperate with the Owner in enforcing, all site procedures, conditions and rules established by the Owner which affect any of the Work being performed for the Project or at the Jobsite, including, but not limited to: Project schedules; access; security; traffic and solicitation; work and storage areas; utilities; safety; medical and first aid facilities; fire and explosion precautions; pollution; sanitation; cleanup and work conditions. Contractor shall be required to attend all Jobsite or Project meetings held by the Owner in regard to site control, procedures, schedule or coordination.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The “Architect” is defined in this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in this Contract and as is referred to throughout the Contract documents as if singular in number.

The term “Engineer,” “Architect/Engineer,” “Engineer/Architect,” “Architect’s authorized representative,” “Engineer’s authorized representative,” or “Architect/Engineer’s authorized representative” shall mean “Architect” as defined in this paragraph.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

(Paragraph Deleted)

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner’s representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect, as a representative of the Owner, shall attend regular monthly construction meetings and shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to by Owner and Architect and/or as otherwise required in Section 4.3.3, to observe and evaluate the Work to become generally familiar with the progress and quality of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and the Construction Manager reasonably informed about the progress and quality of the Work, and report to the Owner and Construction Manager in writing any (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. The Architect will provide the Owner with monthly written observation reports and construction update minutes as the Project Progress”

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies of the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed and when otherwise necessary even when work is not being performed as mutually determined by the Owner and Construction Manager. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and

Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Architect shall report to the Owner known deviations from the Contract Documents **in writing**.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved

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submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect and Construction Manager will review the initial submittal and one (1) re-submittal. If further review is required on more than one (1) re-submittal (i.e. second, third or more re-submittal) the Architect will do so on an hourly basis. The Architect and Construction Manager will then charge the Owner for this additional service (as provided in the Agreement between the Architect and Owner and Construction Manager and Owner) and the Owner will then deduct the sum due for those additional services occasioned by excessive re-submittals from the amount due to the Contractor at the next application for payment. In addition, if submittals are provided either incomplete or requiring other submittals in order to conduct an appropriate review, and the Contractor requests review of these "incomplete" submittals, they will be reviewed on an hourly basis as set forth above.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions so rendered in good faith.

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§ 4.2.19 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The Contractor, within 10 days after the award of the Contract shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) along with a list of actual materials or equipment they will be furnishing, proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall update this list throughout the Project and keep Owner, Architect and Construction Manager advised of any new Subcontractors employed.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor met all criteria set forth in the Contract Documents was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. Acceptance or rejection of any subcontractor shall not relieve the Contractor of performance of Work as called for under the Contract Documents, nor shall acceptance of a particular subcontractor be construed as acceptance of any particular process or material.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume

toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

(Paragraph Deleted)

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Contractor shall give notification of the potential of a claim in writing to the Owner and/or Separate Contractor within forty-eight (48) hours of the occurrence or discovery of the potential of an occurrence of the delay or action that will result in making a claim.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 Each Contractor and their Subcontractors shall cooperate with and coordinate their Work with all other Multiple Prime Contractors and their Subcontractors, Construction Manager and Owner to facilitate the general

progress of the Project and to prevent delay of others. The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Each Contractor or Subcontractor shall provide and obtain layout drawings, rough-in detail sheets and other pertinent information directly from the Construction Manager to coordinate all phases of the Work. For coordination with the Owner's equipment or materials, information shall be obtained from the Owner, through the Construction Manager. After timely notification by the Contractor of the need to accomplish a particular phase or element of the Work, other contractors shall, within reasonable time, perform their Work so as not to delay or impede the Contractor.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities, defective construction or lack of coordination with other Contractor's. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work, defective construction, or lack of coordination by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Article. Verbal authorization for changes must be supported by written approval before being considered valid.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum (Methods used in determining adjustments to the Contract Sum shall include those listed in Subparagraph 7.3.3.); and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 The Contractor must submit change proposals covering a contemplated Change Order within seven (7) days after request of the Owner, or the Construction Manager or within seven (7) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-Subcontractor. The Subcontractors or Sub-Subcontractors overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the change proposal in accordance with this Section 7.2.2 without accepting the change proposal in its entirety.

§ 7.2.2 If the Owner determines that a change proposal is appropriate, the Construction Manager will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner, Construction Manager and Architect sign the Change Order.

§ 7.2.3 The forms used to process a Change Order will Include AIA Document G701/CMA, Change Order.

§ 7.2.4 The Contractor's signature on a Change Order shall constitute a full, final, and complete waiver and settlement of any and all claims, demands, and causes of action that Contractor has, or may have in the future, arising out of or relating to the Change Order and the occurrences, acts, omissions, or events upon which the Change Order is based. No "reservation of rights" or other attempt by Contractor to preserve present or future claims arising out of or relating to the Change Order (or arising out of or relating to the cumulative effect of the Change Order in combination with other Change Orders) shall be effective unless Owner and Contractor shall both agree, in a separate writing signed by both parties contemporaneously with Contractor's execution of the Change Order, to the specific terms, conditions, scope, and duration of such reservation of rights.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order, and upon prior written approval of the Owner.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager, Owner and Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.
- .6 **Cost of subcontracted work, computed in the same way as provided for under this Section.**

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 The maximum that will be allowed for overhead and profit or commission shall be (values are expressed as a percentage of the basic cost of the change) ten percent (10%) maximum mark-up for work

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performed by employees of the Contractor, Subcontractor, or Sub-Subcontractor; and five percent (5%) maximum Contractor mark-up for work performed by a Subcontractor.

§ 7.3.12 In any proposal with material, equipment and supply credits, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material which has been delivered. No cancellation, restocking or similar charge will be allowed unless actually incurred by the purchaser and generally will not be allowed when the product has not been shipped.

§ 7.3.13 Cost changes shall be computed by determining the basic costs indicated under Subparagraph 7.3.7, to which the overhead and profit or commission may be added.

§ 7.3.14 Subcontractors or Sub-subcontractors shall compute their costs in the same way and are subject to the same conditions of what may be included in the cost and same maximum percentages for overhead and profit or commission. To the Sub-Subcontractor's proposal, the Subcontractor may add bond cost, if applicable, and up to five percent (5%) commission. To the Subcontractors proposal, the Contractor may add bond cost and up to five percent (5%) commission.

§ 7.3.15 For changes involving work self-performed by the Contractor and work by a Subcontractor or Sub-Subcontractor, the commission shall be applied directly to the Subcontractor's proposal with the overhead and profit figure applied only to the Work self-performed by the Contractor.

§ 7.3.16 In the event individual credits exceed \$5,000, a reasonable credit for bond expense and overhead and profit or commission shall be provided to the Owner.

§ 7.3.17 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.18 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.19 For changes in the Work under Clauses 7.3.3.1, 7.3.3.2, 7.3.3.3 and 7.3.3.4, the change request shall be itemized as provided under this Subparagraph 7.3.19. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Construction Manager.

§ 7.3.19.1 As a minimum, the detailed breakdown shall include and indicate the items enumerated below. Items (a) and (b) constitute the cost of labor, and items (a), (b), (c) and (d) constitute the basic costs referred to under this Article 7.

(a) Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid to the workmen in accordance with established management labor agreements.

(b) Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA. No other costs will be allowed as burden on labor.

(c) Quantities of materials, equipment and supplies, at their actual costs, with unit costs indicated.

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(d) The cost of subcontracted work computed in the same way as provided for under this Subparagraph 7.3.19.

(e) Overhead, profit and commission.

(f) Applicable sales tax on materials, if any, added after the above computations are complete.OK

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.

§ 8.1.2 The date of commencement of the Work shall be the earliest date when all required paperwork, bonds and insurance certificates are in place and all Contract Documents have been executed by all parties.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve both Substantial Completion and Final Completion within the Contract Time specified. If Contractor’s Work shall fall behind schedule for reasons that are not excused under the terms of the Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain the Construction Schedule. The Work shall not be suspended or shut down but shall progress continuously with sufficient labor and supervision at all times unless otherwise approved by the Owner.

§ 8.2.4 **The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Construction Schedule.**

§ 8.2.5 **The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.**

§ 8.2.6 **If the Contractor’s progress is not maintained in accordance with the approved Construction Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Construction Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all**

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measurers necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.7 The Owner reserves the right to issue a written directive, through the Construction Manager, to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Construction Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. A time extension shall be Contractor's sole remedy and compensation for all such delays other than those resulting from the acts or negligence of the Owner, the Architect, the Construction Manager or the Owner's separate contractors (collectively "Owner Caused Delays"). For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee.

§ 8.3.1.1 If in the opinion of the Construction Manager and Architect the Work is behind where it is supposed to be in the Project Time Schedule or it is likely that the Work will not be substantially complete by the applicable date for Substantial Completion, the Contractor, upon written notice from the Construction Manager and without additional cost or compensation, will increase its work force and, if requested by the Construction Manager, work such overtime to make up for the delay. Should the Contractor fail to increase its work force, work overtime, or proceed to make up for the delay to the satisfaction of the Construction Manager or the Owner, the Construction Manager or Owner, in addition to other remedies under this Agreement and other Contract Documents, will have the right to cause other Contractors to work overtime and to take whatever other action is deemed necessary to avoid delay in the Substantial Completion of the Work and of the Project, and the cost and expense of such overtime and other action will be borne by the Contractor and may be set off against sums due the Contractor.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum, the Contractor shall submit to the Construction Manager, within thirty (30) days before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least thirty (30) days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be on AIA Document G732 CMA and by AIA Document G703 or such other form as may be prescribed by the Owner and shall be notarized and supported by such data substantiating the

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Contractor's right to payment as the Owner or Construction Manager may require, such as copies of requisitions from Subcontractors and material suppliers. If the Contract Documents required the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained. Once the Application is approved by the Construction Manager and Architect, the Application for Payment must be submitted for approval to the Shenandoah Community School District Board of Directors at their next regularly scheduled meeting. The application must be received at the Board Secretary's office at least one week prior to the scheduled meeting for it to be included in that meeting's scheduled business.

§ 9.3.1.1 As provided in Section 7.3.17, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment must be consistent with the approved Schedule of Values and shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work and for which Bills of Sale and bailment Agreements on the forms attached to the Agreement as Exhibits have been submitted to the Construction Manager. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 **The Owner, in making partial payment, will retain five percent (5%) of the approved value of the Work performed under the Contract as of the date of the application for payment until final completion and acceptance of all Work covered by the Contract, or as otherwise required by law.**

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

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§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;

- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 **service work not attended to;**
- .9 **evidence of lack of careful workmanship;**
- .10 **unworkmanlike or over expeditious construction;**
- .11 **lack of attention to the special field duties specified.**

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Construction Manager has issued a Certificate for Payment and after the Architect has reviewed and authorized the issued a Certificate for Payment or Project Certificate for Payment to the Owner, the Owner shall approve payment with Contractor to receive payment by the last day of the following month. Until Substantial Completion, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments and the Owner will withhold five percent (5%) retainage as allowed by Iowa law.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Before the Contractor receives a progress payment, the Contractor must certify in writing that, in accordance with contractual arrangements, Subcontractors and suppliers:

- .1 Have been paid from the proceeds of previous progress payments; and
- .2 Will be paid in a timely manner from the proceeds of the progress payment currently due.

In the event the Contractor has not paid or does not pay as certified, such failure constitutes a ground for termination under Section 14.2 of the Contract. Contractor shall submit Applications for Payment to Construction Manager on a monthly basis or as otherwise specified in the Contract Documents. Once the Construction Manager submits a completed Application for Payment with its Certificate of Payment to the Owner, the Owner within thirty (30) days after its receipt of a Request for Payment from the Construction Manager shall pay the approved amount contained in the Request for Payment to the Contractor.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 Issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents. The Contractor and its Surety agree any issuance of a project certificate for payment, payment on the Contract Sum, or any use or occupancy of the Work will in no way relieve them of the obligation to completely fulfill or accomplish all obligations of the Contract, including warranty of the Work, and that they waive any actual or alleged rights of subrogation or action against the Owner, Architect, or Construction Manager as a result of any such occupancy. At any time the Surety shall have the right to examine the status of the Work, as well as any payments, and may request the Owner to withhold additional sums as it considers appropriate to protect its interests.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Payment to the Contractor will be made by the Owner from cash on hand from such sources as may be legally available.

§ 9.7 Failure of Payment

If Owner does not pay the Contractor within sixty (60) days after the Contractor submits an Application for Payment to the Construction Manager, the Contractor may file a claim in accordance with Article 15 of this Contract.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use, subject only to completion of minor punch list items, the absence of which does not interfere with the Owner's intended use of the Project. The Contractor assumes the responsibility for notifying the Construction Manager in writing when ready for final review of the Work. This letter to the Construction Manager shall include the date after which the Contractor will be ready for final review of the Work. Designated portions of the Work will be reviewed separately.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 After Substantial Completion the Contractor shall coordinate its activities with the Owner's use of the substantially completed Work and shall diligently complete the remaining Work, without delay or interruption, within sixty days of the issuance of the Substantial Completion Certificate. If the Contractor fails to complete its Work with the allotted sixty (60) days, the Owner may invoke its right to carry out the work under Article 2, Subparagraph 2.4 of the Owner may invoke its right to terminate the contract under Article 14, Subparagraph 14.2.

§ 9.8.6 The Certificate of Substantial Completion and accompanying Punch List must be submitted to the Owner and

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Contractor for execution, which will constitute their written acceptance of responsibilities assigned to them in such Certificate. The Contractor shall reimburse the Owner for any Architect's and Construction Manager's additional services or attorney's fees incurred as a result of Contractor's failure to finally complete the Work within sixty (60) days after the date specified in the Contract Documents for Project Substantial Completion, or subsequently modified by change orders or dates established in the Certificate of Substantial Completion. For purposes of this paragraph "incurred as a result of" includes any architectural fees charged to Owner as Additional Fees under the Contract due to the fact that the services were performed sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement and/or Owner/Construction Manager Agreement) after Substantial Completion.

The nature of the services performed (and whether they would have otherwise been performed as normal closeout services at some point under Basic Services) is not relevant to the Contractor's obligations for reimbursement under this section if the Contract between the Owner and Architect or Contract between Owner and Construction Manager states that any and all services and related fees are defined as Additional Services solely because they were performed more than sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement and/or Owner/Construction Manager Agreement) after Substantial Completion.

§ 9.8.6.7 Unless otherwise required by Iowa law, Retainage shall be released no earlier than thirty-one (31) days after completion and final acceptance by the Owner of all Work required by the Contract. **§ 9.8.8** If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

§ 9.8.9 Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

§ 9.8.10 Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

§ 9.8.11 Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within sixty (60) days, subject to the availability of special order parts and materials, after the Date of Substantial Completion.

§ 9.8.12 At the time of Substantial Completion, in addition to removing rubbish and leaving the building "broom clean," the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, or reduction in liquidated damages, if appropriate, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner, Architect and Construction Manager and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.2 Upon receipt of the Contractor's notice and request for final inspection, the Owner, Construction Manager and the Architect will promptly make such inspection and, when the Owner, Construction Manager and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Construction Manager will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Construction Manager will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner, Construction Manager or the Architect until the Work is determined to be finally complete.

§ 9.10.3 Final payment will be made no earlier than thirty-one (31) days following approval by the School Board at a regularly scheduled meeting upon receipt of all Lien Waiver and/or Chapter 573 Claim Releases, Sales Tax information, and all other required closeout documents, and subject to the conditions of and in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorney's fees) it incurred as a result of any Chapter 573 Claims filed on the Project. Neither final payment nor any remaining retained percentage will become due until the Contractor submits the following documents to the Construction Manager and/or Architect:

- .1 An Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by the Owner;
- .2 A release or waiver of liens on behalf of the Contractor and a similar release or waiver on behalf of each Subcontractor and supplier, accompanied by AIA Document G706A, Affidavit of Release of Liens (latest edition) or such other form as may be prescribed by the Owner;
- .3 A certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;
- .4 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Document;
- .5 Consent of surety to final payment, submitted on AIA Document G707 (latest edition) or other form prescribed by the Owner;
- .6 Other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;
- .7 All warranties and bonds required by the Contract Documents; and
(Paragraph Deleted)
- .8 Record Documents as provided in Section 3.11 and return of Contract Documents as provided therein.

(Paragraph Deleted)

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. **§ 9.11** No assignment by the Contractor of any principal 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 thereto. In addition to the usual recitals in the Assignment Contract, the following language must be set forth:

“It is agreed that the funds to be paid to the Assignee under this Assignment are subject to prior lien/claims for services rendered on materials supplied for the performance of all Work called for in said Contract, in favor of all persons, firms or corporations rendering such services supplying such materials.”

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor’s safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager’s responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.2.1 Contractors shall comply with the Iowa Smoke Free Air Act while on Property and shall not smoke or use any tobacco product while on Owner property. Owner’s property shall include, but not be limited to, inside private Contractor or employee owned vehicles while parked on Owner property.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give Owner reasonable advanced notice.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault, acts, operations, methods, or

negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.5.1 Contractor's required remedial actions for damage and loss to property referred to in Clauses 10.2.1.2 and 10.2.1.3 shall repair the damaged materials and surfaces to their original condition, or better, to the satisfaction of the Owner. All such repairs are the responsibility of the Contractor and shall be accomplished at no additional cost to the Owner.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 The Contractor shall have a written safety program for the protection of persons and property. Contractor's safety program shall be submitted to the Construction Manager within ten (10) days of the date of the Agreement between Owner and Contractor. The Construction Manager will review the safety program and monitor Contractor implementation. The Contractor, not the Owner, shall be entirely responsible and liable for the safety of persons and property. The review of the safety program and monitoring of Contractor implementation by the Construction Manager does not shift that responsibility and liability to the Owner or Construction Manager.

- .1 The Construction Manager reserves the right to suspend work activity or deny access to the site of the work Contractor's, Subcontractor's, Sub-subcontractor's and their employees for repeated safety program rules violations.

§ 10.2.9 This is a hard hat and safety glasses project. Use of personal protective equipment (PPE) will be required at all times and shall be modified to protect against hazards associated with certain Work activities.

- .1 **The Construction Manager reserves the right to stop or suspend work for Contractor's, Subcontractor's, Sub-subcontractor's and their employees failure to properly use PPE.**

§ 10.2.10 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall

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resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. No product containing asbestos, Polychlorinated Biphenyl (PCB), lead-based materials or any other hazardous material identified by the United States Environmental Protection Agency shall be knowingly incorporated into the Work.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner, Construction Manager or Architect, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events with twenty-four (24) hours of the emergency, report such action in writing to the Owner, Construction Manager and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15.

The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from an insurer that has a current A.M. Best Rating of A-VI or better and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;

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- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The Contractor shall have the following insurance coverage. The Contractor shall supply the Owner with Certificate(s) of Insurance, in triplicate, which shows that the minimum coverages are provided. All coverage shall be on an occurrence basis.

A. Comprehensive Commercial General Liability Combined Single Limits covering Bodily Injury, Property Damage and Personal Injury:

The General Liability policy shall have the Designated Construction Project General Aggregate Limit endorsement attached – ISO form CG 2503 or its equivalent.

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit:	\$2,000,000
Personal and Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 50,000
Medical Damage Limit (any one person)	\$ 5,000

B. Contractor shall furnish Excess/Umbrella Liability coverage, in an amount not less than \$2,000,000. This policy shall provide equal coverage to that stipulated in (A) above, and (C) and (D) below, and shall have complete concurrency with underlying coverages.

C. Workers' Compensation and Employers' Liability Insurance:

Bodily Injury by Accident:	\$500,000 per accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Workers' Compensation shall meet State of Iowa statutory limits. The Contractor's workers compensation policy must include form WC 000313, Waiver of Our Right to Recover from Others.

D. Commercial Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000. Insurance must include Contractual Liability.

E. The Owner's property insurance shall only cover portions of the Work installed on the site. All portions of the Work off-site shall be covered by the Contractor's insurance policies. The Contractor shall furnish an "Installation Floater" as a part of their insurance coverage, which shall cover materials destined for the jobsite, on the jobsite and materials not yet installed as part of the Project. The Owner shall not make payment on any portions of the Work and/or materials not on the site, except under written stipulations and conditions as set forth by the Owner's legal counsel and insurance carrier and/or representative.

F. The Certificates of Insurance shall be issued on AIA Document G705, Accord Form 25-S current form, or a form that provides, in a similar manner, the same information.

G. The Contractor and their insurance carrier must fully disclose, in writing, along with the submission of their Certificates of Insurance, any and all judgments which have been, are in the process of pending claims filed, or knowledge of any or all potential claims which may, will be or already have reduced the available limits of coverage to be afforded and extended to the Owner. The Contractor will be responsible for purchasing additional coverage in order to provide the Owner with the insurance coverages as required.

H. Builders Risk Insurance: See Article 11.3.

I. All policies must include a waiver of subrogation clause.

§ 11.1.3 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.4 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds on a primary and noncontributory basis for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Owner, Construction Manager and the Architect shall be named as Additional Insured on all liability coverages with respect to liability caused in whole or in part by the Contractor, and shall be shown as such on the Certificate. Said Certificate must be provided to the Owner before commencement of any aspect of the Work. All liability policies except Worker's Comp shall be endorsed as follows: "The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code section 670.4 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code section 670.4 as it now exists or may be amended from time to time" The certificate of insurance relating to all liability coverages shall state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the school district under Iowa Code chapter 670 as it now exists or may be amended from time to time".

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without

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duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 **Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 **Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 **Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered

by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account insurance proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. The cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum for Performance and Payment.

§ 11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date of the Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ 11.4.1.2 The Contractor shall require the attorney-in-fact, who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.4.1.3 The Contractor shall comply with any other maintenance and warranty bond requirements required elsewhere in the project manual.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or

Construction Manager upon written authorization from Owner, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time. The Contractor shall give timely notice to the Architect through the Construction Manager of the readiness of the Work to be observed.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request upon written authorization from the Owner to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner or such separate Contractor providing work not in accordance with the Contract Documents shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed unless the Owner elects to accept the Work as provided for under Section 12.3. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. Work rejected before final completion shall be corrected prior to processing of the Contractor's Final Application and Certificate for Payment.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the date of Substantial Completion of the Work or designed portion thereof or after the date for commencement of warranties established under any other provision of the Contract Documents, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. Before commencing correction of the Work, Contractor shall submit to the Owner a written description of its proposed repair. This proposal must be approved by the Construction Manager and Architect before the Contractor commences the repair. Once the Contractor has completed the repair work, it shall notify the Owner, Construction Manager and Architect who shall promptly review the corrected Work. If the Construction Manager, Architect or the Owner rejects the corrected Work, the Contractor shall continue with the repairs until such time as the Construction Manager, Architect and the Owner accept the correct Work. Where the Contractor corrects defective work during the initial one (1) year period after Substantial Completion, if the Owner discovers defects in the corrected Work within one (1) year after the repairs are made, then the Contractor shall be obligated, upon written notice from the Owner, to correct such defects within one (1) year from the date that repairs were made.

§ 12.2.2.2 The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

(Paragraph Deleted)

§ 12.2.2.4 Prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ 12.2.6 If the Contractor fails or refuses to correct the Work in accordance with its obligations under the Contract Documents after written notice from the Owner, then the Owner may correct the Work and the Contractor shall be liable for the costs to correct the Work, any related architectural, engineering or other consulting costs, attorney's fees and expenses, and fines or penalties, if any. Any amounts due to the Owner from the Contractor under this Section may be withheld from the balance of the Contract Sum not yet paid.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of Iowa.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

(Paragraph Deleted)

§ 13.3 Written Notice

Written notices are to be provided to the representatives of the parties designated in this Contract. Written notices are deemed to have been duly served if delivered in person to the addressee for whom it was intended, or if delivered by overnight courier. The date of any notice is deemed to be the earlier of the date of personal delivery or the delivery by overnight courier.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities, unless provided otherwise in the Contract Documents. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor must schedule all tests, inspections or specific approvals required by law or the Contract Documents so as to avoid any delay in the Work. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures.

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§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.7 In addition to the tests required by this Section 13.5, the Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by the Owner, at the Owner's expense. The Contractor must cooperate with the Owner and provide access to the Work for such tests, inspections and approvals.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due and shall bear interest from the date the payment is due at the then current interest rate for stamped warrants pursuant to Iowa Code Section 74A.2 or the rate established under Iowa Code Section 573.14 Code of Iowa, whichever is less.

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time period specified by applicable law.

§ 13.8 CONFORMANCE WITH LAWS

13.8.1 The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and the rules and
(Paragraph Deleted)

regulations adopted thereto by the

Iowa Civil Rights Commission. The Contractor shall not discriminate against any employee or applicant because of race, color, creed, religion, sex, national origin, ancestry, age, familial status, sexual orientation, gender identity, ethnic background, genetic information, physical or mental handicap or any other protected class under state or federal law. The Contractor shall comply with all applicable federal, state and local, laws, rules, regulations, ordinances, policies and procedures, including the Shenandoah Community School District policies and procedures and the

Iowa Smoke Free Air Act. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

§ 13.9 OWNER'S RIGHT TO OCCUPY

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§13.9.1 Owner shall have the right to occupy, without prejudice to rights of either party, any completed or largely completed portion of structure or Work, notwithstanding the fact that time for completing entire Work, or such portion thereof, may not have expired. Such occupancy and use shall not be an acceptance of Work taken or used.

§ 13.10 REBATES

§13.10.1 Owner shall have the right to apply for, and secure all rebates which are available when Bids are received. Contractor shall provide invoices, itemizations, and cooperation to the Owner in this regard.

§ 13.11 DRUG FREE AND SMOKE FREE ZONEThe Shenandoah Community School District is a drug-free and tobacco-free zone. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all employees, free from the effects of smoke, alcohol, controlled substances and illicit drugs.

- .1 Smoking and the use of smokeless tobacco shall be prohibited at all times on school property, including parking lots and inside of any private vehicles on school property.
- .2 The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances and illicit drugs is prohibited on or adjacent to the project site and all of the Owner's property at all times.
- .3 Illicit drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids.
- .4 Controlled substances are drugs specifically identified and regulated under state and federal law and include, but are not limited to, opiates, narcotics, cocaine, methamphetamines, and other stimulants, depressants, hallucinogenic substances and marijuana.
- .5 The Contractor will strictly enforce these prohibitions among its own employees and its Subcontractor's and their employees at all times. Employees who violate these prohibitions will be subject to disciplinary action by their employers up to and including termination and may be denied access to the site of the Work.
- .6 Violation of Section 13.11 shall also constitute sufficient grounds for termination of the Contract or any subcontract without damage or penalty to Owner.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop Work if payment is not made by the Owner within ten (10) days following the notice.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 Fails to supply adequate properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with respective agreements between the Contractor and the Subcontractors and Suppliers;
- .3 fails to comply with any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 fails to perform the Work in accordance with the Contract Documents or otherwise breaches any provision of the Contract Documents;
- .5 anticipatorily breaches or repudiates the Contract;
- .6 **fails to make satisfactory progress in the prosecution of the Work required by the Contract; or**
- .7 **endangers the performance of this Contract.**

§ 14.2.2

The Owner may terminate the Contract, in whole or in part, whenever the Owner determines that sufficient grounds for termination exist as provided in Subsection 14.2.1. The Owner will provide the Contractor with a written notice to cure the default. If the default is not cured, the termination for default is effective on the date specified in the

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Owner's written notice. However, if the Owner determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Owner may terminate the Contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Contractor must compensate the Owner for additional costs that foreseeably would be incurred by the Owner, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without jurisdiction.

§ 14.2.3 Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner, City and County, participate in an inspection of the Work with the Owner, City, County, Construction Manager and the Architect to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.

§ 14.2.4 Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders, and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.5 Upon termination for cause, the Contractor must take those actions described in Section 14.2.3, and the Owner may take those actions described in Section 14.2.4, subject to the prior rights of the Contractor's Surety.

§ 14.2.6 When the Owner terminates the Contract for cause, the Contractor is not entitled to receive further payment until the Work is completed and the costs of completion have been established.

§ 14.2.7 If the unpaid balance of the Contract Sum less amounts which the Owner is entitled to offset from the unpaid Contract balance, including actual or Liquidated Damages, if applicable, compensation for the Construction Manager and the Architect's services and expenses made necessary thereby, and other damages and expenses incurred by the Owner, including reasonable attorney's fees, exceeds the costs of completing the Work, including compensation for the Owner's, Construction Manager's and the Architect's services made necessary thereby, such excess will be paid to the Contractor or Surety, as directed by the Surety. If such costs exceed the unpaid Contract balance, the Contractor must pay the difference to the Owner upon written demand. This obligation for payment survives termination of the Contract.

§ 14.2.8 In completing the Work following termination for cause, the Owner is not required to solicit competitive bids or to award completion work to the lowest bidder, but may obtain such completion work and related services on the basis of sole source procurement and negotiated compensation.

§ 14.2.9 If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, the Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition the Bankruptcy Court to lift the Automatic Stay and permit Owner to terminate the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner, Construction Manager and the Architect to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work; and
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders related to the Work and enter into no further subcontracts or purchase orders therefor.

Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders; and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.4.4 In case of termination for the Owner's convenience, the Contractor will be entitled to compensation only for the following items:

- .1 Payment for acceptable Work performed up to the date of termination;
- .2 The costs of preservation and protection of the Work if requested to do so by the Owner;
- .3 The cost of terminating the following contracts including:
 - a. Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
 - b. Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;
 - c. Documented transportation costs associated with removing Contractor-owned equipment;
 - d. Documented demobilization and close-out costs; and
 - e. Overhead and profit on the foregoing not to exceed ten percent (10%).
- .4 The Contractor will not be compensated for the cost of any idled employees unless the employee is under a written employment contract entitling the employee to continued employment after termination of the Contract and the employee cannot be assigned to other work provided that in all events the Contractor's costs must be limited to thirty (30) days of employment costs from the date of the notice of termination. The Contractor is not entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Section 14.4.4 as a consequence of the Owner's termination of the Contract for convenience. The Contractor conclusively and irrevocably waives its right to any other compensation or damages

(compensatory or punitive) arising from termination of the Contract. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Article 15. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3 and 14.4.4.4 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract.

§ 14.4.5 The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a written demand or assertion by the Contractor seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. Nothing contained herein in this Subsection 15.1.1 is intended to apply to or in any way limit the Owner's right to make claims related to or arising out of this Contract.

§ 15.1.2 Notice of Claims. Claims by the Contractor must be initiated by written notice to the Owner, the Construction Manager and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within fourteen (14) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

(Paragraphs Deleted)

Init.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6

(Paragraph Deleted)

In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph Deleted)

§ 15.3 Mediation

§ 15.3.1 Not Applicable.

§ 15.3.2 The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation (mediation) which shall be in accordance with Iowa Code Chapter 679C unless otherwise agreed to by the parties. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Contractor are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Litigation

§ 15.4.1 Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for Fremont County, unless otherwise mutually agreed to by the parties.

(Paragraphs Deleted)

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Bid Package 7 -- Asbestos Abatement

SPECIFICATIONS and GENERAL REQUIREMENTS

**Shenandoah High School Renovations - Phase 2
1000 Mustang Drive
Shenandoah, Iowa 51601**

Prepared for:

**Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601**

February 6, 2020

ATC Group Services LLC
11117 Mockingbird Drive
Omaha, NE 68137
(402) 697-9747

ATC Project No.
204BS02862

Bid Package 7 – Asbestos Abatement

**BID FORM - ASBESTOS ABATEMENT
SHENANDOAH HIGH SCHOOL – PHASE 2**

I/We, the undersigned, hereby propose to furnish the plans, labor, certificate of insurance, unemployment compensation, materials, equipment and disposal for asbestos removal at Shenandoah High School as specified for the Shenandoah CSD in strict accordance with the plans and specifications as prepared by the Owner for the consideration of the amount set forth in the following price schedule. The successful contractor will enter into a contract with the school district.

BASE BID

Removal of all asbestos-containing materials identified in the Construction Documents and according to the work schedule.

BASE BID: \$ _____ . _____

Written _____

Asbestos Unit Prices

The Contract Sum may be increased through the application of the appropriate unit price to the quantities of work added to the original scope of work. The unit prices given below are to be utilized to compute the adjustments to the Contract Sum resulting from scope of work addition by Owner. In the event that, during the remodel phase of this project, unknown or hidden asbestos containing materials are discovered, the unit pricing will be used for the abatement of the materials. A 72-hour response will be required for the abatement of these materials so the project is not delayed. These unit prices must be all inclusive, additional charges will not be considered for payment.

Unit Costs for Removal of Asbestos-Containing Materials

9” and 12” Floor Tile and Mastic	\$ _____	per sq.ft.
Mastic only under non-ACM tile	\$ _____	per sq.ft.
Double layer floor tile and mastic	\$ _____	per sq.ft.
Mastic only, under carpet	\$ _____	per sq.ft.
TSI Pipe Fitting (assume <6” OD)	\$ _____	per ln. ft.
Floor mastic only under non-ACM wall base	\$ _____	per ln. ft.
Mobilization (if not on-site)	\$ _____	round trip

In submitting this bid, it is understood that the Shenandoah Community School District reserves the right to reject any and all bids, to waive informalities and technicalities, and to enter such contracts as it deems in the best interest of the District. No bid may be withdrawn for a period of 45 calendar days after the date of the scheduled closing time for the receipt of bids.

It is the intent of the Owner to award a contract to the lowest responsible, responsive bidder provided the bid has been submitted in accordance with the bidding requirements. The Owner reserves the right to waive informalities or irregularities. The Owner reserves the right to reject any or all bids. The

Bid Package 7 – Asbestos Abatement

Shenandoah Community School District is not bound to recommend bids until contracts have been signed by both the District representative and the representative for the vendor.

Bids must be on a lump sum basis. The abatement contract will be direct with the Shenandoah Community Schools District in accordance with the Specifications and General Requirements, and the AIA General Conditions and Standard Form of Agreement as referenced herein.

BID SUBMISSION

Sealed bids will be received before 3:00 p.m., CST according to the designated clock in the District Administrative Office on February 19, 2020. Bids shall be delivered to:

Office of the Superintendent
304 West Nishna Road
Shenandoah, IA 51601

Attention: Dr. Kerri Nelson, Superintendent, Shenandoah Community School District

The Proposals will be publicly opened and read by the Construction Manager shortly after 3:00 p.m., February 19, 2020, at the Shenandoah Community School District, Administrative Board Room. Neither the District nor its agents will assume liability for the inability of a bidder to submit a bid in a timely manner. Bidders bear full and complete responsibility for the timely submission of such bid. Bids received after the deadline will be rejected.

BIDDER REMARKS (if any):

FIRM: _____

BY: _____

TITLE: _____

EMAIL: _____

ADDRESS: _____

ZIP CODE: _____

TELEPHONE NUMBER: _____

DATE: _____

Signature

Bid Package 7 – Asbestos Abatement

ASBESTOS ABATEMENT HIGH SCHOOL SHENANDOAH COMMUNITY SCHOOL DISTRICT

PREFACE

This project scope of work was prepared by ATC Group Services LLC (ATC) under contract to the Shenandoah Community School District (CSD). No specific warranties or guarantees, whether expressed or implied, are made by ATC or its employees as to the use of any information, product, apparatus or process contained within.

The scope of work was developed for the Asbestos Abatement project at Shenandoah High School in Shenandoah, Iowa. Any reproduction for use on any other projects may result in serious legal liability and life or health safety consequences. Any use of these documents outside of its intended scope of work is strictly prohibited unless prior written permission is obtained.

PROJECT SCOPE OF WORK

The work includes asbestos abatement of affected areas at Shenandoah High School facility located at 1000 Mustang Drive, Shenandoah, Iowa 51601. Work of this contract includes all activities associated with asbestos abatement including, but not limited to, preparing the site for asbestos abatement, removal, decontamination, and disposal of asbestos containing/contaminated materials from the following locations:

- **Family Consumer Science B119.** Partial abatement of asbestos floor tile and floor tile mastic down to the concrete, all cove base mastic, all lower cabinets, and 5 stainless steel sinks.
- **Administration Offices B103, B105, B106, B107.** Complete removal of two layers of vinyl floor tile and mastic down to the concrete. The bottom layer of the flooring is asbestos floor tile and asbestos floor tile mastic.
- **Boiler Room - D107.** Remove all asbestos pipe insulation fittings with exception of the domestic hot and cold water systems (hot water heaters and storage tank to remain). The straight pipe insulation is non-asbestos and shall remain. Protect remaining equipment and adjacent insulation from damage during abatement work. Cut non-asbestos pipe insulation in a straight-line for others to re-install pipe insulation on fittings.
- **Throughout 1966 Original Building.** Partial abatement of asbestos floor tile and mastic down to the concrete as noted on the drawings. Abatement contractor to install temporary 12” x 12” flooring where asbestos tile is removed during these dates. (Note: Flooring removed in June does not require temporary flooring). Temporary flooring will be removed in June 2020 to make final repairs to the floor elevations. Re-install of flooring does not require warranty.
- Two layers of floor tile shall be removed where encountered in the work areas. The 2nd layer was installed previously to level the elevation changes.
- Additional removals of flooring and/or TSI added as encountered during the project.

Bid Package 7 – Asbestos Abatement

EXAMINATION OF SITE

Examination of Site - There will be a pre-bid meeting of the facilities for asbestos contractors on Monday, February 10, 2020 at 3:00 p.m. CST. Please meet in the lower level auditorium, May Room, at Shenandoah High School, 1000 Mustang Drive, Shenandoah, Iowa. A tour of the school will commence following a pre-bid meeting. Attendance is recommended, but not mandatory.

Each bidder is recommended to visit the site and thoroughly and fully inform himself relative to the construction hazards and procedures, and all other conditions and factors which would affect the prosecution and completion of the work and the cost thereof, including the arrangement and conditions of existing structures affecting or which are affected by the proposed work, facilities for transportation, handling and storage of materials and equipment.

BONDS

All bids shall be accompanied by a bid security in a separate sealed envelope, in the amount not less than five percent (5%) of the bid submitted, as allowed by Section 26.14A of the Iowa Code. The lowest responsible bidder(s) will be required to furnish satisfactory Certificates and Policies of Insurance, Labor and Material Payment Bond and Performance Bond in the amount of 100% of the contract amount, and any other documents as stated in the Construction Documents.

IDENTIFICATION OF ASBESTOS-CONTAINING MATERIALS:

The quantities of confirmed asbestos containing building materials reported in this document are only approximations. The following table represents those quantities of asbestos-containing material:

MATERIAL	LOCATION	APPROX. QUANTITY	ASBESTOS CONTENT
<i>Single Layer Flooring:</i> Floor Tile (Tan & Tan with Brown) & Black Mastic	See Drawings	2,689 sf	Tile: 3% Chrysotile Mastic: 3-5% Chrysotile
<i>Double Layer Flooring:</i> Floor Tile (Tan & Tan with Brown) & Black Mastic	See Drawings	1,130 sf*	Bottom Tile: 3% Chrysotile Bottom Mastic: 3-5% Chrysotile
TSI Insulation on Piping (painted blue/yellow/green fittings & elbows on fiberglass runs)	Boiler Room D107	100 mf	20-70% Chrysotile
Brown Baseboard Mastic on lower cabinets & walls	Family Consumer Science B119	See drawings	<1% Chrysotile
Gray Sink Undercoating	B119	5 Sinks	10% Chrysotile
sf = square feet; mf = fittings; lf = linear feet; *=single layer quantity			

Refer to the attached drawings and limited asbestos survey report for additional details.

Bid Package 7 – Asbestos Abatement

The abatement contractor is responsible for all asbestos containing and/or contaminated materials within the defined areas of the project (see drawings), and is required to perform an in-depth site investigation to determine the extent of asbestos containing materials and/or contamination, and include in his/her proposal the cost of all resources necessary to complete the work.

Quantities listed are approximations only and should not be used by the Bidder/Contractor as the sole basis for calculating bid price. Bidder/Contractor shall verify all quantities and types of ACM to be removed. Bidder shall submit, as an attachment to the Bid Proposal Form, their field verified quantities and calculations for those quantities if they feel the approximate quantities are either high or low more than 10%, or will significantly impact the bid price.

SCHEDULE AND TIME OF COMPLETION

The project time of completion is an essential part of the contract. It will be necessary for each bidder to satisfy the Owner with the ability to begin and complete any work herein specified. Schedules below must include all abatement activities, including clearances by ATC and teardown.

Current schedule is below with the final scheduling coordinated with the Owner and General Contractor.

Work Dates March 16-20, 2020 (Spring Break)

- Throughout 1966 Original Building. Partial abatement of asbestos floor tile and mastic as noted on the drawings. Abatement contractor to re-install temporary 12” x 12” flooring where flooring abatement occurs during these dates.
- Approximate 2,227 square feet of flooring.

Work Dates March 16 - May 15, 2020

- Boiler Room - D107. Remove all asbestos pipe insulation with exception of the domestic hot and cold water systems (hot water heaters and storage tank to remain). Protect remaining equipment and insulation from damage during abatement work.
- Coordinate work with Owner. To be completed at a mutually agreed upon schedule between March 16 and May 15, 2020.
- Approximately 100 hard fittings on fiberglass pipe runs.

Work Dates June 8-12, 2020

- Family Consumer Science B119. Partial abatement of asbestos floor tile and floor tile mastic, all cove base mastic, removal of all lower cabinets, and 5 stainless steel sinks.
- Offices B103, B105, B106, B107. Remove two layers of vinyl floor tile and mastic. The bottom layer of the flooring is asbestos floor tile and asbestos floor tile mastic (1,130 square feet).
- Partial abatement in various areas as noted in drawings.
- June flooring removal quantity is approximately 1,592 square feet.

The successful Contractor shall supply an abatement schedule to the Owner prior to starting work that includes starting and completion dates, planned work shifts and calendar days to complete the project on schedule. If the school calendar extends due to snow days, or other reasons, the abatement start will postpone accordingly.

Bid Package 7 – Asbestos Abatement

The Owner reserves the right to dictate work schedules. Contractors should contemplate unexpected downtime, night and weekend hours and partial work shifts if needed to complete the work. There will be no monetary compensation for any changes in schedule, extra mobilizations, shift changes or downtime.

REQUIRED NOTIFICATIONS

All notifications and permits and associated fees are the sole responsibility of the Contractor. All notifications shall be submitted to all state, local and federal agencies with copies provided to ATC and the School District.

CHANGE ORDERS

All change order requests must be submitted to ATC for preliminary approval. Once a submitted change order request is found to be valid and accurate, ATC will forward the change order request to Construction Manager for approval.

LOCAL CONDITIONS AFFECTING WORK

Each bidder shall visit the site of the work and shall completely inform oneself relative to construction hazards and procedures, labor and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures, equipment, facilities, utilities, etc. and the availability and cost of labor, facilities for transportation, handling and storage of materials and equipment, and disposal costs of potential contaminated waste. All such factors shall be properly investigated and considered in the preparation of the bidder's proposal. There will be no subsequent financial or schedule adjustment for lack of such prior information.

UTILITIES

Connection to any water, gas and/or electricity shall be coordinated with and approved by the Owner's Representative. The cost of hookup or disconnect of any item of equipment either for test purposes or for use in construction as a result of work by the Contractor shall be borne by the Contractor.

CLEANING UP

Upon completion of the work, the Contractor shall remove from the building site all construction materials and rubbish resulting from his work.

ASBESTOS DISPOSAL

Contractor shall dispose of all asbestos containing and/or contaminated material in an EPA and State approved landfill. The Owner will pay for the special waste permit as required by the landfill. The Owner's asbestos containing material shall not be mixed with asbestos containing/contaminated waste generated by other entities. Manifests must reflect only material which was abated from the facility.

Bid Package 7 – Asbestos Abatement

INSPECTION

The Owner's Representative shall be authorized to call the attention of the Contractor to any failure of the work or materials to conform to the provisions of the contract. The Contractor is responsible for all costs associated with re-inspections of failed work. The Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Owner's Administration and the Owner's Representative. Costs associated with suspension of work, including but not limited to the Owner, Owners third party Contractor, and the Abatement Contractor shall be borne by the Abatement Contractor.

POST ABATEMENT TESTING

Upon completion of a functional space, ATC may conduct a PCM air sample in areas of non-friable removal and ATC shall conduct TEM clearances in areas of friable removal. The Owner prefers removal to remain non-friable for the duration of the project.

OCCUPANCY

The Contractor must provide for the continuing access to various parts of the building by authorized individuals and other trades. Signs, screens, temporary curtains, etc. shall be provided if necessary to maintain the routine business operations of the facility within and around the facility. The Owner will cooperate fully with the Contractor during the removal process. The Contractor shall schedule his operations so that conflict and disturbance will not be encountered.

ADJOINING PREMISES

The Contractor shall take precautions and use extreme care to avoid damage to any of the adjacent facilities, buildings and utilities and carry out any necessary temporary and/or permanent repairs for which as directed by the Owner.

CONSTRUCTION DRAWINGS

Drawings of the abatement and renovation areas are provided with this document. All drawings issued herein shall be used as reference and orientation only. The Contractor is required to check and verify all dimensions and conditions at the site and shall assume full responsibility for the accuracy of the same. Requests for blueprints are to be directed to the Construction Manager.

STANDARD FORM OF AGREEMENT and GENERAL CONDITIONS

The Contractor shall enter into agreement in conformance with standard AIA documents as referenced herein and attached.

- A132-2009 Standard Form of Agreement Between Owner and Contractor
- A232-2009 General Conditions of the Contract for Construction

Bid Package 7 – Asbestos Abatement

DAMAGES INCURRED

The Contractor will be assessed the cost of any and all additional consulting, inspection, testing and analytical services incurred by the Owner. These costs may include but are not limited to the following:

- (1) For the cost of all management, labor and costs both direct and indirect to satisfactorily complete the project in excess of the number of work shifts identified by the Contractor on the “Bid Form”, and/or beyond the substantial completion date as specified.
- (2) For all expenses incurred by the Owner if the contractor fails to begin the project beyond the scheduled or agreed upon start date and the Owner’s Representative is on site.
- (3) For all expenses incurred by the Owner if the work is suspended due to the contractor’s actions and the Owner’s Representative is on site.

FINAL PAYMENT

Final payment will be held until all work is complete and required submittals are turned into the Owner’s Representative and Construction Manager. Substantial completion for asbestos removal is deemed once final air clearances have been analyzed and specified air-borne levels are achieved and documented for re-occupancy have passed. Substantial completion also includes a letter of final completion, dump receipts have been received and a final inspection of site has been performed, if necessary.

SCOPE OF WORK

- A. The work covered by this section includes furnishing all labor, equipment, materials, and transportation necessary for the proper and safe removal, handling, and disposal of asbestos containing/contaminated materials required in this project.
- B. Work of this contract includes the decontamination, removal and disposal of asbestos containing/contaminated materials as described in the “Scope of Work” and/or drawings as necessary to expedite the renovation or demolition of the facility. The contractor is responsible for all asbestos containing/contaminated materials associated within the work areas at the subject facility.
- C. The work includes adequately protecting the floors, fixed furnishings, and walls throughout the facility during the preparation of the site, abatement, cleaning and tear-down. Any damages caused by the Contractor to the facility will be corrected at the expense of the Contractor. **Abatement activities shall not damage adjacent tiles or other finishes.**
- D. All resilient floor tile and floor tile mastic quantification’s are based on one layer. Contractors should verify the quantities and number of layers including where carpet or wall covers asbestos flooring. No monetary or scheduling changes will be made for multiple layers of these items not identified in this document and these shall be included for removal by the Contractor.

Bid Package 7 – Asbestos Abatement

- E. Any non-asbestos debris generated during the abatement during the summer, including cabinets, may use the Construction Manager provided dumpsters.
- F. Abatement contractor to re-install temporary 12” x 12” vinyl floor tiles where flooring abatement is completed March 16-20. The temporary flooring does not require warranty as it will be removed in June when concrete elevation repairs are made.

APPLICABLE PUBLICATIONS

The publications listed below form a part of this section to the extent that these publications are to be complied with. The publications are referred to in the text by basic designation only.

1. TITLE 29, CODE OF FEDERAL REGULATIONS, US DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY, AND HEALTH ADMINISTRATION (OSHA) STANDARDS. Part 1910.20 Access to Employee Exposure and Medical Records Part 1910.95 Occupational Noise Exposure Part 1910.13 Respiratory Protection Part 1926.1101 Asbestos.
2. TITLE 40, CODE OF FEDERAL REGULATIONS, U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) STANDARDS. Part 61, National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule, and Part 763 Asbestos Containing Materials in Schools; Final Rule and Notice.
3. TITLE 49, CODE OF FEDERAL REGULATIONS, U.S. DEPARTMENT OF TRANSPORTATION (DOT) STANDARDS. Part 171 Hazardous Substances Part 172, Hazardous Materials; Final Rule and Part 173, Shippers – General Requirements for Subpart M Shipments and Packaging.
4. APPLICABLE STATE and LOCAL ORDINANCES AND CODES.
5. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) STANDARDS. Z9.2-1979 Fundamentals Governing the Design and Operation of Local Exhaust Systems
6. NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH) PUBLICATION. Manual of Analytical Methods, 3rd Ed., Vol. 1 and 2
7. UNDERWRITERS LABORATORIES INC. (UL) PUBLICATION. 586-77 (R-1982) Test Performance of High Efficiency Particulate Air Filter Units

SUBMITTALS

The Contractor shall submit data on the following items specified herein one week prior to start of work for approval by the Owner’s Representative.

A. FOR APPROVAL:

State and Local Notifications, written Responses from respective agencies (if applicable)

Bid Package 7 – Asbestos Abatement

Construction Schedule, Plan of Action, and Removal Plan
Landfill and Special Transporters
Removal Schematics
Respiratory Protection Plan
Worker Certificates, License, Medical Examination, Fit Tests, and Acknowledgments
Contingency Plan, Emergency Plans, and Emergency Numbers
Respiratory Protection Plan
Test Results
SDS Sheets
Negative Air, Respirator and Poly manufacturer sheets and signage examples

B. NOTIFICATIONS, CERTIFICATIONS, AND LICENSE:

The Contractor shall be responsible for obtaining a license as a business entity and certifications of all personnel in accordance with the appropriate State regulations regarding asbestos removal, handling, and disposal. At least 10 days prior to the commencement of any asbestos removal/demolition, the Contractor shall prepare written notification in accordance with EPA, 40 CFR, 763, Part 61, Subpart M, to the applicable State and City if necessary.

1. Copies of this notification shall be forwarded to the State and appropriate EPA Region.
2. The Contractor shall submit copies of all of these notifications to the Owner's Representative not less than 10 working days prior to the start of the asbestos project.
3. The Contractor shall submit copies of any local and/or state response letters they receive no later than 10 days after receipt and prior to commencing any site work.
4. The notifications shall contain the following information and the above-mentioned offices shall be supplied with that information:
 - a. Name and address of the Contractor.
 - b. Name and address of the facility owner or operator at which the activities will be carried out.
 - c. Description of the facility being demolished or renovated, including the size, age, and prior use of the facility.
 - d. Location of the facility being demolished or renovated.
 - e. Description of the project, including the amount of asbestos (in surface square feet and/or linear feet) to be removed.
 - f. Scheduled starting and completion dates of the demolition or renovation.
 - g. A general plan view of the areas where asbestos projects will be conducted, including the work area boundaries, location within the work area from which the asbestos is to be removed, proposed locations and capacities of HEPA equipped ventilating fans or HEPA vacuums and proposed locations of decontamination facilities and any special enclosed passageways.

Bid Package 7 – Asbestos Abatement

- h. Nature of the planned demolition or renovation and methods to be used, including the work practices to be followed, containment, clean-up procedures, air monitoring, and worker protection measures that are proposed.
- i. Name and address of the disposal site where the asbestos waste material will be deposited.
- j. A listing of the employees that will be involved in the project or operation and information concerning whether or not they have been certified and trained in accordance with OSHA Standard 29 CFR 1926.1101 and applicable State Regulations.

C. ASBESTOS REMOVAL AND DISPOSAL PLAN.

The Owner shall retain and utilize the services of ATC to serve as the Project Administrator or “Owner Representative” to oversee enforcement of a written Asbestos Removal and Disposal Plan to be followed during the removal and disposal of asbestos-containing materials in this project. As minimum, employee training, medical examinations and fitness reports, personal protective equipment such as the respirator and clothing, employee decontamination, emergency procedures; pre-removal preparation, asbestos abatement and post-removal clean-up verification procedures; sequencing of asbestos-related work and the interfacing with other trades involved in construction; and waste storage and disposal shall be addressed in the Asbestos Removal and Disposal Plan. This plan shall be submitted to the Owner’s Representative for approval which must be granted prior to the start of work on each contaminated or assumed-to-be contaminated work site. Descriptions, drawings, and site layouts of work site isolation enclosures and temporary pressure differential and air circulation system locations, decontamination and temporary waste storage facilities and the boundaries of contaminated work areas shall also be provided for approval prior to the start of work as part of the Asbestos Removal and Disposal Plan.

D. LIST OF MATERIALS AND EQUIPMENT.

The Contractor shall submit a certified list of materials or manufacturer’s descriptive literature, including manufacturer’s Safety Data Sheets (SDS) and NESHAPS Certifications for all major materials; and all asbestos removal, cleaning, personal protective, and equipment proposed for use in work under this section. The Contractor shall provide a list of major equipment (negative air machines, respirators, HEPA filters) that will be used in performance with all site work. The list of equipment shall include certification that the Contractor’s vacuums and other equipment required to contain filtering meet the requirements of ANSI Z9.2 and UL 586. This list shall be submitted prior to the start of asbestos-related work for approval.

E. PROOF OF LICENSE AND CERTIFICATION.

The Contractor shall submit proof to the Owner’s Representative that they are licensed in the appropriate state prior to the start of the asbestos abatement project. The Contractor shall also submit proof that each employee who will be involved in this project is certified in that state in accordance with the above regulations and that proof of their certificates are submitted prior to the start of the project.

Bid Package 7 – Asbestos Abatement

F. PROOF OF EMPLOYEE TRAINING AND MEDICAL EXAMINATION.

Prior to the start of the asbestos abatement project, the Contractor shall submit proof to the Owner's Representative that:

1. Employees and the Competent Person, as defined in 29 CFR 1926.1101, have been trained in accordance with the appropriate state regulations and as defined in all other applicable regulations.
2. The Competent Person will be continuously on-site during the asbestos abatement project.
3. The employees and the Competent Person have completed all medical examinations as required by the applicable regulations.

G. TEST RESULTS.

All Test Results will be made available to the Owner.

1. **Air Sampling and Analysis.** All air monitoring and analysis other than OSHA required sampling, shall be performed by ATC on behalf of and at the Owners expense. **All costs associated with OSHA personnel air monitoring requirements shall be borne by the Contractor.**
2. **Air Monitoring Results.** OSHA required sampling shall be reported within 24 hours after the completion of a sampling period with written results to be submitted within 5 working days. Test results shall indicate each sample's pump serial number, time weighted average (TWA) fiber count, pump start time, pump stop time, date, pump flow rate, and exact location of where the sample was taken.
3. **Air Monitoring Requirements.** Fiber counts shall be calculated for an 8-hour time weighted average (TWA) only for personal air monitoring not for area samples. The Contractor shall maintain results of air monitoring for 30 years in accordance with OSHA Standard 29 CFR 1926.1101. Test results shall include the names and signatures of the person(s) performing the air monitoring and the analyst who conducted the sample analysis.
4. **Temporary Pressure Differential and Air Circulation in Asbestos Enclosures.** Check to see that negative pressure is being maintained at the start of each day of operation. Pressure Differential shall be continuously monitored and recorded throughout the duration of the asbestos abatement project. Monitoring records shall be signed by the Project Supervisor and submitted to the Owner's Representative at the beginning of the next working day in which the monitoring was conducted. The Contractor shall hold harmless the Owner and the Owner's Representative for any patent infringements and damages resulting from the Contractors use of the Negative Pressure System.
5. **Proof of Disposal.** The Contractor shall obtain a list of approved sanitary landfills for asbestos disposal from the EPA and/or applicable State regulatory agencies. Prior to the start of the asbestos abatement project, the Contractor shall submit to the Owner's Representative a copy of the written notification that was sent to the disposal site

Bid Package 7 – Asbestos Abatement

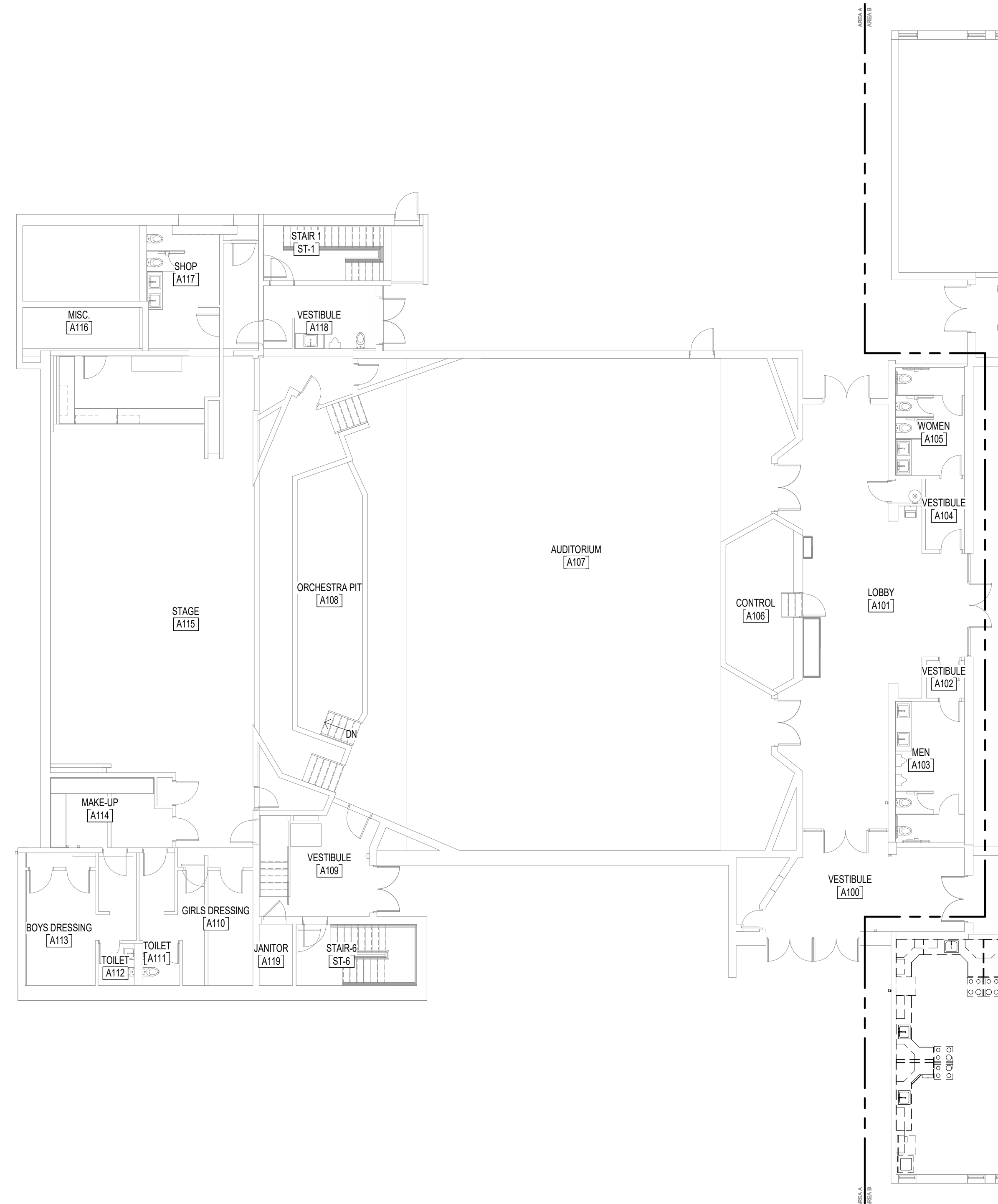
operator/owner of the intent to dispose of the asbestos-containing materials including the estimated quantity and the tentative date for disposal. Upon completion of the asbestos abatement project, the Contractor shall submit proof to the Owner's Representative that all of the asbestos-containing materials have been disposed of in accordance with all applicable regulations. This will include acknowledgment from the disposal site operator/owner in writing that the waste has been delivered in a manner and condition acceptable to the disposal site operator/owner.

6. Project Closeout. At the completion of all site work the contractor shall submit all pertinent documents pertaining to the project. Submittal's should include, but not be limited to the following items: project notification and amended notifications, permits, contractor submittals, supervisor logs, entry logs, change orders, notice of substantial completion and final project documentation, current asbestos worker certificates, asbestos worker release forms, asbestos contractor project job diary, and asbestos disposal receipts, and letter of final completion of demolition or renovation.

ATTACHMENTS:

- Scope of Work Schematics (Pages G0.3A, G0.3B, G0.3C, G0.3D)
- Asbestos Inspection Report
- A132-2009 Standard Form of Agreement Between Owner and Contractor
- A232-2009 General Conditions of the Contract for Construction

AREA OF THE BUILDING	ABATED FLOORING (SF)
AREA A	0
AREA B	3,557
AREA C	57
AREA D	205

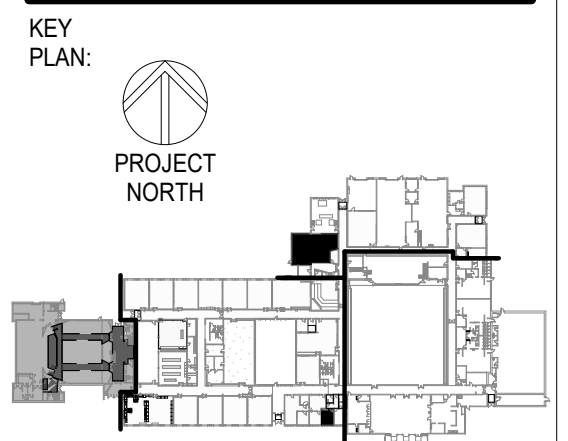


1 ASBESTOS ABATEMENT - AREA A
 3/32" = 1'-0"

PROJECT
SHENANDOAH HIGH SCHOOL RENOVATIONS - ASBESTOS ABATEMENT
 1000 MUSTANG DRIVE
 SHENANDOAH, IOWA 51601
 OWNER
 SHENANDOAH COMMUNITY SCHOOL DISTRICT



CARL A. NELSON & COMPANY
 1815 DES MOINES AVENUE
 BURLINGTON, IA 52601
 P: 319-754-8415
 F: 319-753-2208
 WWW.CARLANELSONCO.COM




SHEET PRINTED AT FULL SCALE: 1" = 2'-0"

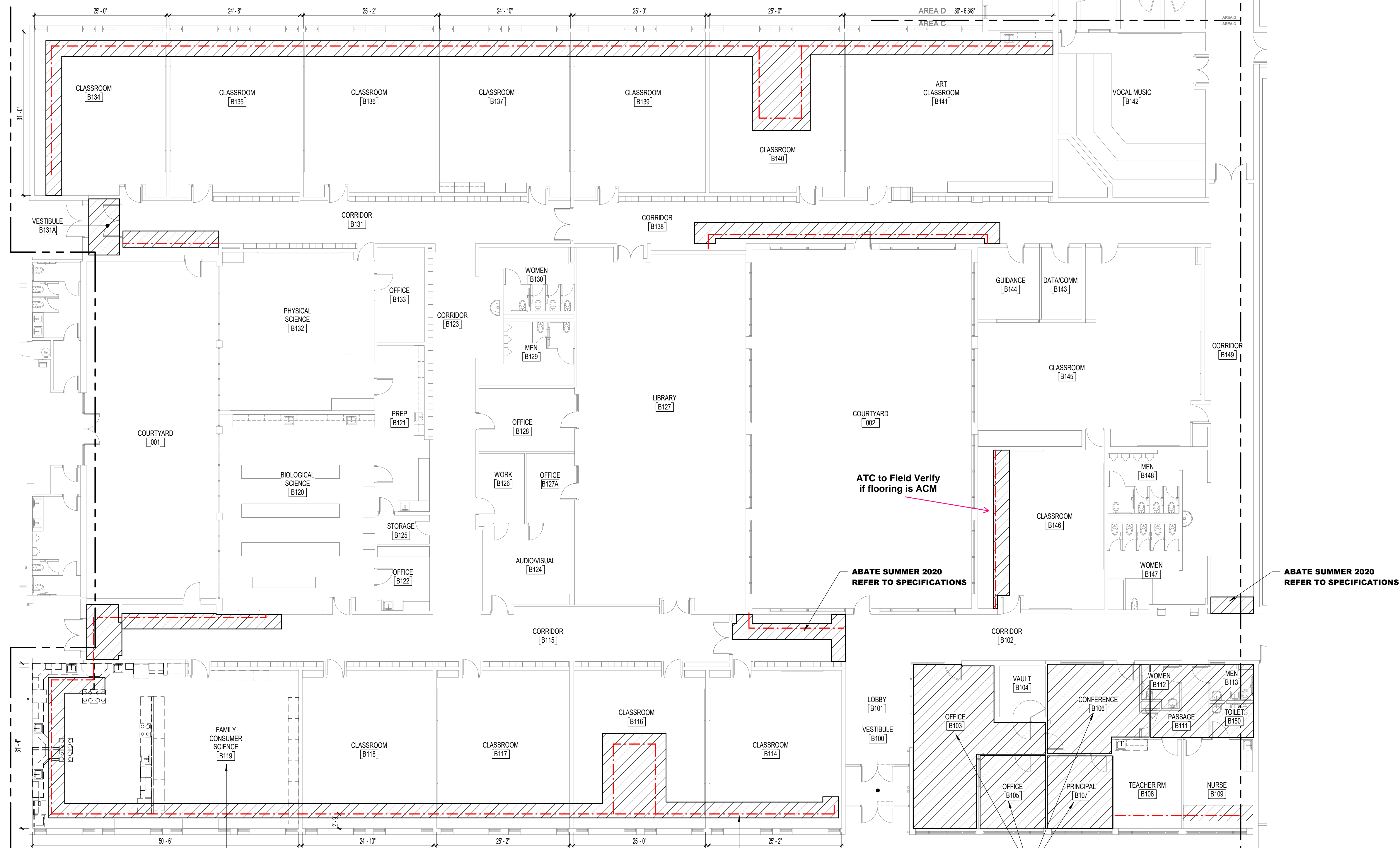
ISSUE/REVISION	DATE

ISSUED FOR: _____ DATE: 02/06/20

SHEET NAME: **ASBESTOS ABATEMENT - AREA A**

SHEET NUMBER: **G0.3A**

 **AREA OF TILE AND MASTIC ABATEMENT. REINSTALL 12" X 12" TEMPORARY FLOORING IN AREAS WHERE TILE IS REMOVED. REPAIR OF JOINT AND FLOOR LEVELING BY OTHERS. ALL ABATEMENT TO OCCUR BETWEEN MARCH 16 - MARCH 20 UNLESS OTHERWISE NOTED.**



ABATE THIS CLASSROOM STARTING SUMMER 2020. REFER TO SPECIFICATIONS. PARTIAL FLOOR ABATEMENT AS INDICATED BY HATCH. REMOVAL OF ALL CABINETS WITH WALL BASE ATTACHED, WALL BASE ATTACHED TO THE WALLS AND SINKS.

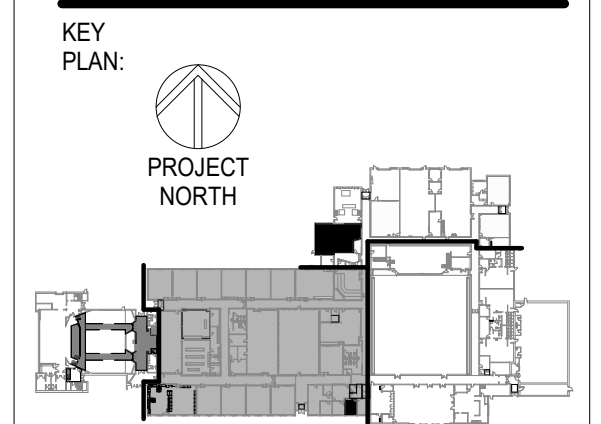
THIS LINE INDICATES AN ELEVATION CHANGE IN THE FLOOR. REMOVE CRACKED TILE AND MINIMUM OF TWO TILE ON THE LOW SIDE FOR REPAIR OF THE JOINT BY OTHERS.

ABATE B103, B105, B106, B107 STARTING SUMMER 2020 - REFER TO SPECIFICATIONS

ABATE SUMMER 2020 REFER TO SPECIFICATIONS

ABATE SUMMER 2020 REFER TO SPECIFICATIONS

1 ASBESTOS ABATEMENT- AREA B
 3/32" = 1'-0"



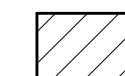
SHEET PRINTED AT FULL SCALE:
 1" = 2' in

ISSUE/REVISION	DATE

ISSUED FOR: DATE: 02/06/20

SHEET NAME: **ASBESTOS ABATEMENT - AREA B**

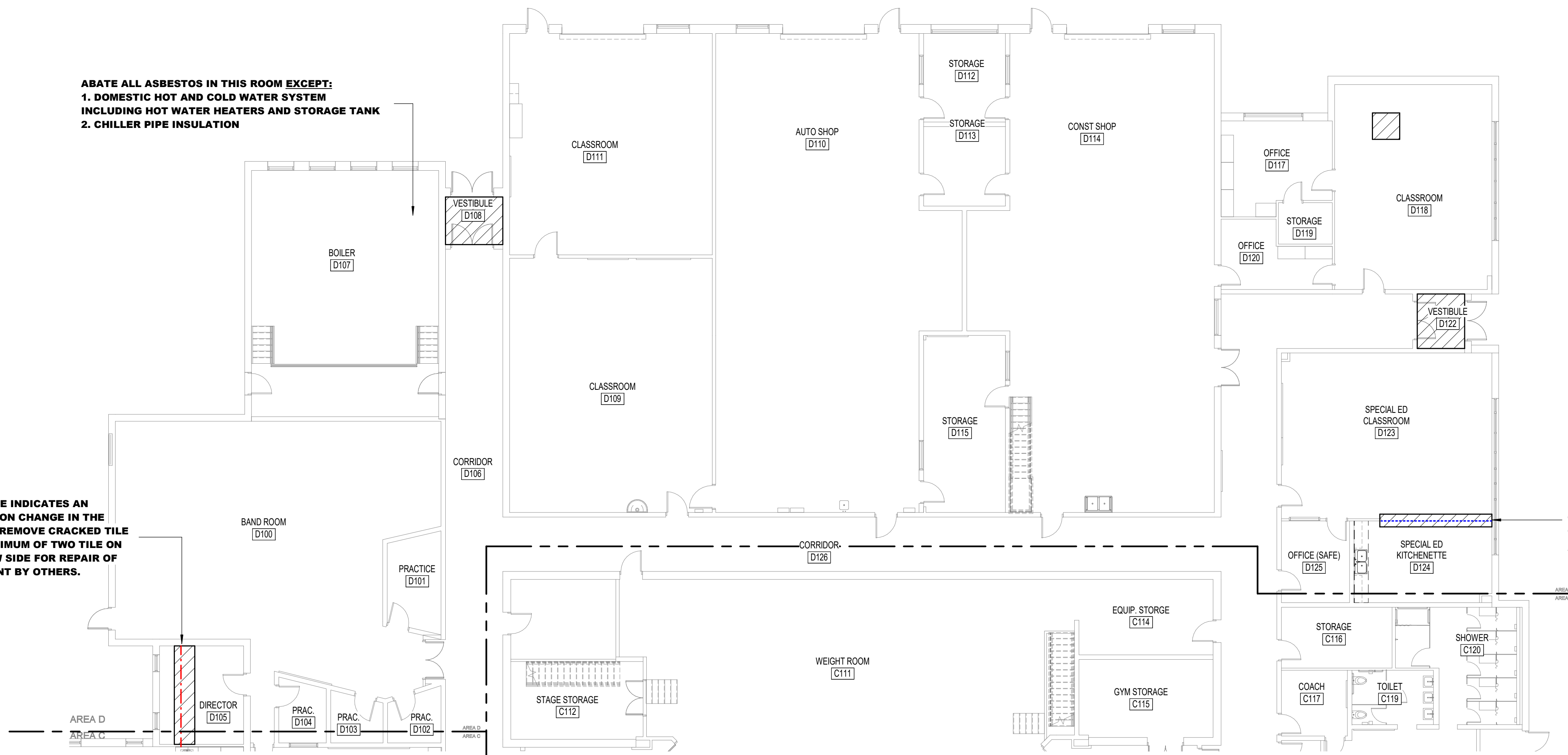
SHEET NUMBER: **G0.3B**

 **AREA OF TILE AND MASTIC ABATEMENT. REINSTALL 12" X 12" TEMPORARY FLOORING IN AREAS WHERE TILE IS REMOVED. REPAIR OF JOINT AND FLOOR LEVELING BY OTHERS. ALL ABATEMENT TO OCCUR BETWEEN MARCH 16 - MARCH 20 UNLESS OTHERWISE NOTED.**

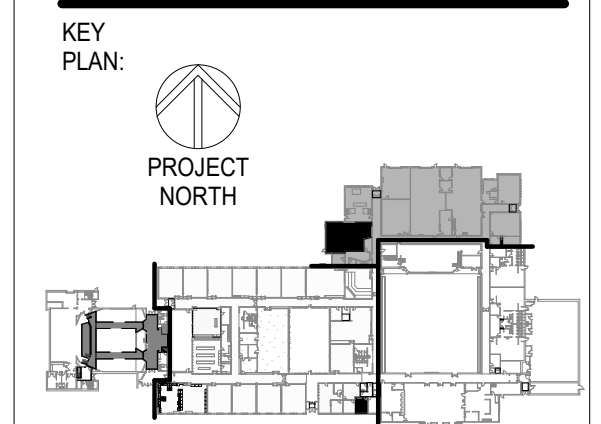
ABATE ALL ASBESTOS IN THIS ROOM EXCEPT:
 1. DOMESTIC HOT AND COLD WATER SYSTEM INCLUDING HOT WATER HEATERS AND STORAGE TANK
 2. CHILLER PIPE INSULATION

THIS LINE INDICATES AN ELEVATION CHANGE IN THE FLOOR. REMOVE CRACKED TILE AND MINIMUM OF TWO TILE ON THE LOW SIDE FOR REPAIR OF THE JOINT BY OTHERS.

THIS LINE INDICATES CRACKED TILE IN THE FLOOR. REMOVE CRACKED TILE AND A MINIMUM OF ONE WHOLE TILE ON THE NORTH SIDE OF THE JOINT.



1 ASBESTOS ABATEMENT - AREA D
 3/32" = 1'-0"



SHEET PRINTED AT FULL SCALE:
 1 2 in

ISSUE/REVISION	DATE

ISSUED FOR: DATE: 02/06/20

SHEET NAME: **ASBESTOS ABATEMENT- AREA D**

SHEET NUMBER: **G0.3D**



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

N E S H A P P R E - R E N O V A T I O N A S B E S T O S
S U R V E Y

PREPARED FOR:

Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601

PROJECT LOCATION:

Shenandoah High School
1000 Mustang Drive
Shenandoah, Iowa 51601

Project Date(s): January 27-29, 2020

Report Date: February 5, 2020

ATC Project ID: 204BS02862

ATC Group Services LLC
11117 Mockingbird Drive
Omaha, Nebraska 68137

February 5, 2020

Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa

Re: NESHAP Pre-Renovation Asbestos Survey
Shenandoah High School Renovations – Phase 2
1000 Mustang Drive
Shenandoah, Iowa 51601
ATC Project Number: 204BS02862

ATC Group Services, LLC (ATC) is pleased to submit the attached NESHAP Pre-Renovation Asbestos Survey conducted at the above-referenced site. This report includes procedures, methodologies and analytical laboratory results.

ATC appreciates the opportunity to perform these services for Shenandoah Community School District, and we look forward to working with you in the future. If you need any assistance with the implementation of the recommendations contained in this report, please feel free to give us a call at (402) 697-9747 and we will respond promptly to your needs.

Sincerely,

ATC GROUP SERVICES LLC



Johnny Thor
Iowa Inspector

T A B L E O F C O N T E N T S

LETTER OF TRANSMITTAL i

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APPENDICES

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APPENDIX B INSPECTOR ACCREDITATIONS

APPENDIX C SCHEMATICS

**N E S H A P P R E - R E N O V A T I O N
A S B E S T O S S U R V E Y**

Shenandoah High School
1000 Mustang Drive
Shenandoah, Iowa 51601
ATC Project Number: 204BS02862

1.0 SCOPE OF SERVICES

The purpose of this project was to perform a NESHAP Pre-Renovation Asbestos Survey at the above-referenced property for Phase 2 renovations.

ATC Group Services LLC (ATC) provided a representative asbestos survey at the identified building in accordance with the referenced agreement and as outlined below:

1. Review any existing asbestos reports relating to the site, if available.
2. Survey the site building(s), as limited to areas identified by Carl A Nelson documents for the upcoming Phase 2 renovations as identified during the RFP walk through and RFP documents.
3. Identify accessible suspect asbestos-containing materials (ACM) in accordance with the USEPA National Emission Standard for Hazardous Air Pollutants (NESHAP), (ref.: 40 CFR, Part 61).
4. Collect and analyze bulk samples of suspect materials.
5. Quantify any asbestos-containing materials and record location.

2.0 ASBESTOS SURVEY REPORT

On January 27-29, 2020, the site located at 1000 Mustang Drive in Shenandoah, Iowa, was inspected for asbestos-containing building materials by inspector Johnny Thor of ATC and Jerod Frost. Mr. Thor has completed the requisite training for asbestos accreditation as an inspector at a state approved training provider under TSCA Title II. Mr. Thor's AHERA accreditation and license is in the Appendix.

The site was visually inspected for the presence of suspect asbestos-containing materials (ACM). Materials that were hidden, not accessible, or when sampled would damage the integrity of the structure, were not sampled as part of this survey. Materials visibly identified as non-asbestos (fibrous glass, foam rubber, wood, etc.) were not sampled. The asbestos survey consisted of three basic steps: **1)** a visual inspection of the proposed site; **2)** a determination of homogeneous areas with suspect surfacing, thermal system insulation, and miscellaneous materials; and **3)** sampling accessible, friable and non-friable, suspect materials.

2.1 Regulation Review

The U.S. EPA qualifies asbestos-containing materials (ACM) as materials with an asbestos content greater than 1%. According to Iowa OSHA, ACM is any material found to contain asbestos, regardless of its concentration, and shall be regulated as hazardous waste. The following definitions are taken from Section 61.141 of Subpart M, Part 61 of Title 40: Protection of Environment of the Code of Federal Regulations (CFR).

- “Category I non-friable asbestos-containing material (ACM)” is defined as asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy (PLM).
- “Category II non-friable ACM” is defined as any material, excluding Category I non-friable ACM, containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that, when dry, *cannot* be crumbled, pulverized, or reduced to powder by hand pressure.
- “Friable asbestos material” is defined as any material containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that when dry, *can* be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10% as determined by a method other than point counting by PLM, verify the asbestos content by point counting using PLM.

2.2 Homogeneous Areas

Prior to sampling, homogeneous areas were identified in order to facilitate a sampling strategy. A homogeneous sampling area can be described as one or more areas with suspect material similar in appearance and texture that have the same installation date and function. The actual number of samples collected from each homogeneous sampling area may vary, dependant upon material type and the professional judgment of the inspector.

2.3 Sampling Strategy

The sampling strategy incorporated AHERA requirements, quantities of suspect material, and the inspector’s judgment to aid in the identification of suspect asbestos-containing materials. ATC’s sampling strategy was to identify and collect accessible suspect asbestos-containing materials (ACM) in accordance with the USEPA National Emission Standard for Hazardous Air Pollutants (NESHAP), (ref.: 40 CFR, Part 61). If the analytical results indicated that all the samples collected per homogeneous area did not contain asbestos, then the homogeneous area (material) was considered non-asbestos-containing. However, if the analytical results of one or more of the samples collected per homogeneous area indicated that asbestos was present in quantities greater than one percent

asbestos (as defined by EPA), all of the homogeneous area (material) was treated as an asbestos-containing material regardless of any other analytical results. Materials which were visually determined to be non-asbestos (i.e. fibrous glass, foam rubber, etc.) by the accredited inspector were not required to be sampled. Actual collection of a bulk asbestos sample involves physically removing approximately one square inch (1 in²) of material and placing it in an airtight sample container. Sample containers were marked with a unique identification number, which was documented in the field notes.

2.4 Suspect Asbestos-Containing Materials

The following table contains a list of the sampled accessible building materials suspected of containing asbestos and that may be impacted by the renovation work:

TABLE 1: SUSPECT BUILDING MATERIALS		
MATERIAL	LOCATION	SAMPLE NUMBER
6" TSI Mudded Fitting (painted green)	Boiler Room D107	1
6" TSI Mudded Fitting (painted blue)	Boiler Room D107	2
6" TSI Mudded Fitting (painted yellow)	Boiler Room D107	3
Plaster Ceiling (gray)	Men's/Women's Locker Room	4
Plaster Ceiling (gray)	Men's/Women's Locker Room	5
Plaster Ceiling (gray)	Men's/Women's Locker Room	6
2'x2' Ceiling Tile (white)	Room B134/Throughout School	7
2'x2' Ceiling Tile (white)	Room B134/Throughout School	8
2'x2' Ceiling Tile (white)	Room B134/Throughout School	9
4" Baseboard (black) w/Glue (tan)	Corridor B131	10
12" Floor Tile (cream) w/Mastic (black/yellow)	Corridor B131	11
12" Floor Tile (tan marble) w/Glue (yellow)	B119 Top Layer	12
Floor Tile (gray) w/Mastic (black)	B119 Bottom Layer	13
3" Baseboard (black) w/Mastic (brown)	B119/Throughout	14
12" Floor Tile (tan) w/Mastic (black)	B119/Main Tile in all Classrooms	15
12" Floor Tile (tan marble) w/Mastic (black)	B134 Top Layer near Windows	16
12" Floor Tile (tan) w/Mastic (black)	B135 Main Tile	17
12" Floor Tile (tan) w/Mastic (black)	B132 Physical Science Hallway	18
12" Floor Tile (beige w/blue spots) w/Glue (brown)	B145 Main Tile	19
Carpet Glue (brown)	Lobby A101	20
4" Baseboard (gray) w/Glue (brown)	A108 Orchestra Pit	21
Wallpaper (tan)	Lobby A101, Bathrooms	22
Wallpaper (blue)	Lobby A101, Bathrooms	23
12" Floor Tile (tan) w/Mastic (black)	Main Hallways Original	24
Sink Undercoat (gray)	Home Economics R. B119	25
12" Floor Tile (beige) w/Mastic (black)	R. B120, B132 Physical Science	26

TABLE 1: SUSPECT BUILDING MATERIALS		
MATERIAL	LOCATION	SAMPLE NUMBER
Caulk (gray)	R. B120 Near Floor Exterior Wall	27
12" Floor Tile (white w/blue spots) w/Glue (tan)	R. B145 & B143	28
12" Floor Tile (tan w/brown streaks) w/Mastic (black)	Corridor D-126 (not C-124)	29
Sink Caulk (gray/white)	R. B150 Bathrooms	30
Wall Caulk (gray)	Vestibule B100	31
Floor Caulk (gray)	Vestibule B100	32

The following table is a summary of the suspect asbestos-containing materials that have been determined, through laboratory analysis, to contain asbestos:

TABLE 2: ASBESTOS - CONTAINING MATERIALS				
MATERIAL	LOCATION	SAMPLE NUMBER	APPROX. QUANTITY	ASBESTOS CONTENT
6" TSI MF (painted green)	Boiler Room D107	1	~100 fittings in Boiler room	60% Chrysotile
6" TSI MF (painted blue)	Boiler Room D107	2		20% Chrysotile
6" TSI MF (painted yellow)	Boiler Room D107	3		70% Chrysotile
12" Floor Tile Mastic (black/yellow)	B130A Vestibule	11-Mastic	50 SF	Tile – Negative Mastic - 4% Chrysotile
12" Floor Tile Mastic (black)	B119 Bottom Layer	13-Mastic	See drawings	Tile – Negative Mastic – 5% Chrysotile
Cove Base Mastic (brown)	B119 (Home Ec Room)	14-Mastic	225 LF	Mastic - <1% Chrysotile
12" Floor Tile (tan) w/Mastic (black)	B119 Main Tile in All Classrooms	15	See drawings	Tile – 3% Chrysotile Mastic – 4% Chrysotile
12" Floor Tile Mastic (black)	B134 Top Layer	16-Mastic	See drawings	Tile – Negative Mastic – 4% Chrysotile
12" Floor Tile (tan) w/Mastic (black)	B135 Main Tile	17	See drawings	Tile – 3% Chrysotile Mastic – 4% Chrysotile
12" Floor Tile (tan) w/Mastic (black)	B132 Physical Science	18	See drawings	Tile – 3% Chrysotile Mastic – 5% Chrysotile
12" Floor Tile (tan) w/Mastic (black/yellow)	Main Hallways Original	24	See drawings	Tile – 3% Chrysotile Mastic – 3% Chrysotile
Sink Undercoat (gray)	Home Economics R. B119	25	10 SF	10% Chrysotile

TABLE 2 : ASBESTOS - CONTAINING MATERIALS

MATERIAL	LOCATION	SAMPLE NUMBER	APPROX. QUANTITY	ASBESTOS CONTENT
12" Floor Tile Mastic (black)	R. B120 near Floor Exterior Wall	26-Mastic	See drawings	Tile – Negative Mastic – 5% Chrysotile
12" Floor Tile (tan w/brown streaks) w/Mastic (black/yellow)	Corridor D-126 (not C-124)	29	See drawings	Tile – 3% Chrysotile Mastic – 5% Chrysotile

SF = Square Feet, LF = Linear Feet

2.5 Laboratory Analytical Results

Bulk samples were analyzed by EMSL Analytical, Inc. located at 200 Route 130 North, Cinnaminson, NJ 08077. Polarized Light Microscope analysis, utilizing dispersion staining techniques (ref.: EPA Method 600/M4-82-020), was performed to determine the asbestos content of the bulk samples collected at the site. This laboratory is currently a proficient participant in the American Industrial Hygiene Association (AIHA) Bulk Asbestos Proficiency Analytical Testing Program; a quality assurance program for polarized light microscopy analysis. Any material that contains greater than one percent asbestos is considered an ACM and must be handled according to Occupational Safety and Health Administration (OSHA), EPA, and all applicable state and local regulations.

Details of sample analysis are included in Appendix A, which contains a listing of all analyzed samples, sample locations, and analytical results relating to the site. Asbestos analytical results are reported as percentage and type. Other common non-asbestos components may also be noted in the analytical report.

3.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are summarized as follows:

- Asbestos was detected in fourteen (14) of the bulk material samples collected from the High School.
- ATC recommends the abatement of all ACM-containing materials located within the inspection area if those building materials are to be disturbed during any future renovation/demolition activities. All abatement work shall be completed in accordance with local, state, and federal regulation.
- If renovation work outside the scope of this asbestos survey is needed, additional inspection and testing is required or the materials shall be assumed to contain asbestos.
- Any hard-packed insulations on pipe fittings, joints or valves shall be assumed asbestos-containing based on the results of the boiler room pipe fitting insulation.

4.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the January 27-29, 2020, ATC inspection of the site located at 1000 Mustang Drive in Shenandoah, Iowa.

ATC did not perform destructive sampling -- it was not within ATC's scope of work to remove surface materials to investigate portions of the structure or materials that may lay beneath the surface -- thus, any materials that could not be visually identified on the surface were not inspected and would not be noted in this report. ATC's selection of sample locations and frequency of sampling was based on the inspector's assumption that like materials in the same area are homogeneous in content.

The report is designed to aid the building owner, architect, construction manager, general contractor, and potential asbestos abatement contractor in locating ACM. Under no circumstances is the report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Work plan.

Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This statement is in lieu of other statements either expressed or implied. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.

This report is intended for the sole use of Shenandoah Community School District. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

APPENDIX A

LABORATORY ANALYTICAL REPORT



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042002262

Customer ID: ATC55

Customer PO:

Project ID:

Attention: Tim Jacobsen
ATC Group Services LLC
11117 Mockingbird Drive
Omaha, NE 68137

Phone: (402) 320-8396

Fax: (402) 597-8532

Received Date: 01/28/2020 9:25 AM

Analysis Date: 01/28/2020 - 01/29/2020

Collected Date: 01/27/2020

Project: 204B502862 - Shenandoah

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 042002262-0001	Boiler Room D107 - 6" TSI MF - Green	White/Green Fibrous Homogeneous		40% Non-fibrous (Other)	60% Chrysotile
2 042002262-0002	Boiler Room D107 - 6" TSI MF - Blue	White/Blue Fibrous Homogeneous		80% Non-fibrous (Other)	20% Chrysotile
3 042002262-0003	Boiler Room D107 - 6" TSI MF - Yellow	White/Yellow Fibrous Homogeneous		30% Non-fibrous (Other)	70% Chrysotile
4 042002262-0004	Mens / Womens Locker Rooms - Plaster Ceiling	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 042002262-0005	Mens / Womens Locker Rooms - Plaster Ceiling	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 042002262-0006	Mens / Womens Locker Rooms - Plaster Ceiling	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 042002262-0007	Room B134 - Throughout School - 2'x2' Ceiling Tile	White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
8 042002262-0008	Room B134 - 2'x2' Ceiling Tile	White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
9 042002262-0009	Room B135 - 2'x2' Ceiling Tile	White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
10-Baseboard 042002262-0010	Corridor B131 - 4" Black Baseboard	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10-Glue 042002262-0010A	Corridor B131 - Tan Glue	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11-Tile 042002262-0011	B130A - Vestibule - 12" Tile Cream	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11-Mastic 042002262-0011A	B130A - Vestibule - Black Mastic	Black/Yellow Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
12-Tile 042002262-0012	B119 - Top Layer - 12" Tile Tan Marble	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12-Glue 042002262-0012A	B119 - Top Layer - Tan Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-Tile 042002262-0013	B119 - Bottom Layer - Floor Tile	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Sample appears to be Leveler

Initial report from: 01/29/2020 11:20:04



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042002262

Customer ID: ATC55

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
13-Mastic 042002262-0013A	B119 - Bottom Layer - Black Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
14-Baseboard 042002262-0014	B119 - Throughout - 3" Black Baseboard	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
14-Mastic 042002262-0014A	B119 - Throughout - Brown Mastic	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
15-Tile 042002262-0015	B119 - Main Tile in All Classrooms - 12" Tan Main Tile	Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
15-Mastic 042002262-0015A	B119 - Main Tile in All Classrooms - Black Mastic	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
16-Tile 042002262-0016	B134 - Top Layer near Windows - 12" Tile Tan Marble	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16-Mastic 042002262-0016A	B134 - Top Layer near Windows - Black Mastic	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
16-Leveler 042002262-0016B	B134 - Top Layer near Windows - Black Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
17-Tile 042002262-0017	B135 - Main Tile - 12" Tan Main Tile	Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
17-Mastic 042002262-0017A	B135 - Main Tile - Black Mastic	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
18-Tile 042002262-0018	B132 - Physical Science - 12" Tan Tile	Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
18-Mastic 042002262-0018A	B132 - Physical Science - Black Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
19-Tile 042002262-0019	B145 - Main Tile - 12" Beige w/Blue Spots	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
19-Glue 042002262-0019A	B145 - Main Tile - Brown Glue	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Keishla Vazquez Caraballo (23)

Tyler Hurwitt (7)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 01/29/2020 11:20:04



EMSL ANALYTICAL, INC.
LABORATORY-PRODUCTS-TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

042002262

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

2020 JAN 28 AM 9:35

Company: <u>ATC Group Services</u>		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: <u>1117 Mockingbird Dr</u>		Third Party Billing requires written authorization from third party	
City: <u>Omaha</u>	State/Province: <u>NE</u>	Zip/Postal Code: <u>68137</u>	Country:
Report To (Name): <u>Tim Jacobsen</u>		Telephone #: <u>402-697-9747</u>	
Email Address: <u>tim.jacobsen@atcas.com</u>		Fax #: <u>---</u>	Purchase Order:
Project Name/Number: <u>2048502262 - Shenandoah</u>		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
U.S. State Samples Taken: <u>IA</u>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM - Bulk
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1
<input type="checkbox"/> PLM EPA NOB (<1%)	<input type="checkbox"/> NY ELAP Method 198.4 (TEM)
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2
<input type="checkbox"/> NIOSH 9002 (<1%)	<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique
<input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)	<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique
<input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)	<u>Other</u>
<input type="checkbox"/> OSHA ID-191 Modified	<input type="checkbox"/>
<input type="checkbox"/> Standard Addition Method	

Check For Positive Stop - Clearly Identify Homogenous Group

Date Sampled: 1/27/20

Samplers Name: Jerod Frost

Samplers Signature: [Signature]

Sample #	HA #	Sample Location	Material Description
1		Boiler Room D107	6" TSI MF - Green
2		↓	6" TSI MF - Blue
3		↓	6" TSI MF - Yellow
4		Mens/Womens locker Rooms	Plaster Ceiling
5		↓	↓
6		↓	↓
7		Room B134 - Throughout school	2'x2' Ceiling Tile
8		Room B134	↓
9		Room B135	↓
10		Corridor B131	4" baseboard - Black w/ tan glue

Client Sample # (s): 1-19 Total # of Samples: 19

Relinquished (Client): [Signature] Date: 1/27/20 Time: 1600

Received (Lab): [Signature] Date: 1-26-20 Time: 9:25

Comments/Special Instructions:



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

ASBESTOS BULK SAMPLE CHAIN OF CUSTODY FORM Page 1 of 1

11117 Mockingbird Drive
Omaha, NE 68137

Phone (402) 697-9747

Fax (402) 597-8532

09doo22b2

RECEIVED
EMSL
CINNAMINSON, N.J.
2020 JAN 28 AM 9:35

Project Information

Client:	Project Description:	Project Manager: Inspector:
Date:	Site Location:	ATC PROJECT NUMBER:

BULK SAMPLE LOCATION

Sample #	Material Description	Sample Location	Quantity
11	12" Tile cream w/ black mastic	B130A - Vestibule	50 SF
12	12" Tile Tan marble w/ tan glue	B119 - Top layer	
13	Floor tile w/ black mastic	B119 - Bottom layer	
14	3" baseboard black w/ brown mastic	B119 - throughout	
15	12" Tan main tile w/ black mastic	B119 - Main tile in all classrooms	
16	12" Tile tan marble w/ black mastic	B134 - Top layer near windows	
17	12" tile tan main tile w/ black mastic	B135 - Main tile	
18	12" tile tan w/ black mastic	B132 - Physical Science	
19	12" beige w/ blue spots w/ brown glue	B145 - main tile	

CHAIN OF CUSTODY

Relinquished By:	Date:	Time:	Received By:	Date:	Time:	Method of Submittal:	
							FED EX
							US Mail
Turn Around Time						Hand	



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042002528

Customer ID: ATC55

Customer PO:

Project ID:

Attention: Tim Jacobsen
ATC Group Services LLC
11117 Mockingbird Drive
Omaha, NE 68137

Phone: (402) 320-8396

Fax: (402) 597-8532

Received Date: 01/30/2020 9:30 AM

Analysis Date: 01/30/2020

Collected Date: 01/29/2020

Project: 204BS02861 - Shenandoah

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
20 <small>042002528-0001</small>	Lobby A101 - Brown Carpet Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
21-Baseboard <small>042002528-0002</small>	A108 - Orchestra Pit - 4" Grey Baseboard	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
21-Glue <small>042002528-0002A</small>	A108 - Orchestra Pit - Brown Glue	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
22 <small>042002528-0003</small>	Lobby A101 and Bathroom 1 - Tan Wallpaper	Tan Fibrous Homogeneous	30% Synthetic	70% Non-fibrous (Other)	None Detected
23 <small>042002528-0004</small>	Lobby A101 and Bathroom 1 - Blue Wallpaper	Blue Fibrous Homogeneous	30% Synthetic	70% Non-fibrous (Other)	None Detected
24-Floor Tile <small>042002528-0005</small>	Main Hallways Original - 12" Tan Floor Tile	Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
24-Mastic <small>042002528-0005A</small>	Main Hallways Original - Black Mastic	Black/Yellow Non-Fibrous Heterogeneous		97% Non-fibrous (Other)	3% Chrysotile
25 <small>042002528-0006</small>	Hme Economics RB119 - Gray Sink Undercoat	Gray Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
26-Floor Tile <small>042002528-0007</small>	R.B120 and B132 Physical Science - 12" Beige Floor Tile	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
26-Mastic <small>042002528-0007A</small>	R.B120 and B132 Physical Science - Black Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
27 <small>042002528-0008</small>	R.B120 near Floor Exterior Wall - Gray Caulk	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
28-Floor Tile <small>042002528-0009</small>	R.B145 and B143 Same as #19 Maybe - 12" White with Blue Spots Floor Tile	White/Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
28-Glue <small>042002528-0009A</small>	R.B145 and B143 Same as #19 Maybe - Tan Glue	Red/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
29-Floor Tile <small>042002528-0010</small>	Corridor C124 - 12" Tan with Brown Streaks Floor Tile	Brown Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
29-Mastic <small>042002528-0010A</small>	Corridor C124 - Black Mastic	Black/Yellow Non-Fibrous Heterogeneous		95% Non-fibrous (Other)	5% Chrysotile
30 <small>042002528-0011</small>	R.B150 Bathrooms - Sink Caulk	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 01/31/2020 07:14:05



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042002528
Customer ID: ATC55
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
31 <small>042002528-0012</small>	Vestibule B100 - Wall Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
32 <small>042002528-0013</small>	Vestibule B100 - Floor Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s) _____
 Daniel Blake (18)

 Samantha Rundstrom, Laboratory Manager
 or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 01/31/2020 07:14:05



EMSL ANALYTICAL, INC.
LABORATORY-PRODUCTS-TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

042002528

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

2020 JAN 30 AM 10:28

Company: <u>ATC Group Services</u>		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: <u>11117 Mockingbird Dr</u>		Third Party Billing requires written authorization from third party	
City: <u>Omaha</u>	State/Province: <u>NE</u>	Zip/Postal Code: <u>68137</u>	Country:
Report To (Name): <u>Tim Jacobson</u>		Telephone #: <u>402-697-9747</u>	
Email Address: <u>tim.jacobson@atcgs.com</u>		Fax #:	Purchase Order:
Project Name/Number: <u>204BS02862 - Shenandoah</u>		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
U.S. State Samples Taken: <u>IA</u>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	<input type="checkbox"/> NY ELAP Method 198.4 (TEM)	<input type="checkbox"/> Chatfield Protocol (semi-quantitative)
<input type="checkbox"/> PLM EPA NOB (<1%)	<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> OSHA ID-191 Modified	Other	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> Standard Addition Method		
<input type="checkbox"/> NIOSH 9002 (<1%)			
<input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)			
<input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)			

Check For Positive Stop - Clearly Identify Homogenous Group

Date Sampled: 1/29/20

Samplers Name: Jerod Frost

Samplers Signature: *[Signature]*

Sample #	HA #	Sample Location	Material Description
20		Lobby A 101	Carpet glue - brown
21		A108 - Orchestra pit	4" baseboard - gray w/ brown glue
22		Lobby A 101 + bathroom 1	Tan wallpaper
23		Lobby A 101 + bathroom 1	Blue wallpaper
24		Main Hallways Original	12" floor tile Tan w/ black mastic
25		Home Economics R B119	Sink undercoat - gray
26		R. B120 + B132 physical science	12" floor tile - Beige w/ black mastic
27		R. B120 near floor exterior wall	Caulk - Gray
28		R. B145 + B143 Same as #19 maybe	12" Floor tile white w blue spots + tan glue
29		Corridor C124	12" floor tile Tan w brown streaks + Black mastic

Client Sample # (s): 20 - 32 Total # of Samples: 13

Relinquished (Client): *[Signature]* Date: 1/29/20 Time: 1:00

Received (Lab): *[Signature]* Date: 1-30-20 Time: 9:15

Comments/Special Instructions:

(13) EL

APPENDIX B
INSPECTOR ACCREDITATIONS

JOHNNY VONG THOR


DOB: 12-08-1987

Issued: 04-04-2019



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	19-2207	03-26-2020

 *Rod A. Roberts*
Rod A. Roberts
Labor Commissioner

Asbestos

APPENDIX C
SCHEMATICS

The existing school was built in three major sections 1966, 1984, and 2011 with a major mechanical renovation in 2005.

Renovations during the summer will include:

- a nearly complete demolition of the equipment in the Boiler Room D107 **except for the domestic hot and cold water system including hot water heaters and storage tank which will remain in operation**;
- removal of insulation from chilled water pipes as needed to get rid of mold;
- new carpet will be laid over VCT tile in good condition;
- complete demolition of three administration restrooms (B112, B113, B150);
- demolition of casework and some flooring in Family Consumer Science B119;
- demolition of Data/Com B143;
- complete demolition of Shower Rooms C120, C125, C129 including plaster, fixtures, and finishes;
- complete demolition of Classroom areas C103, C104, C105 with limited disturbance in C102;
- demolition of floor tile in Toilets C119, C124, and C128;
- demolition of all ceiling tile;
- demolition of all wood doors;
- demolition of storefront and doors in vestibule B100;

FOR MORE DETAIL, REFER TO DRAWING SET, SHENANDOAH HIGH SCHOOL RENOVATIONS, DATED 12/18/2020. However, DLR's set does not include all demolition.

For access to the 3D scan of the building, email Mike Kros, mkros@DLRgroup.com

- PHASE 1 and 2: Major demolition - walls, floors, ceiling
- ▨ PHASE 1 - MEP demolition - equipment, piping, insulation
- Not specifically drawn: removal of all ceiling tile and all wood doors

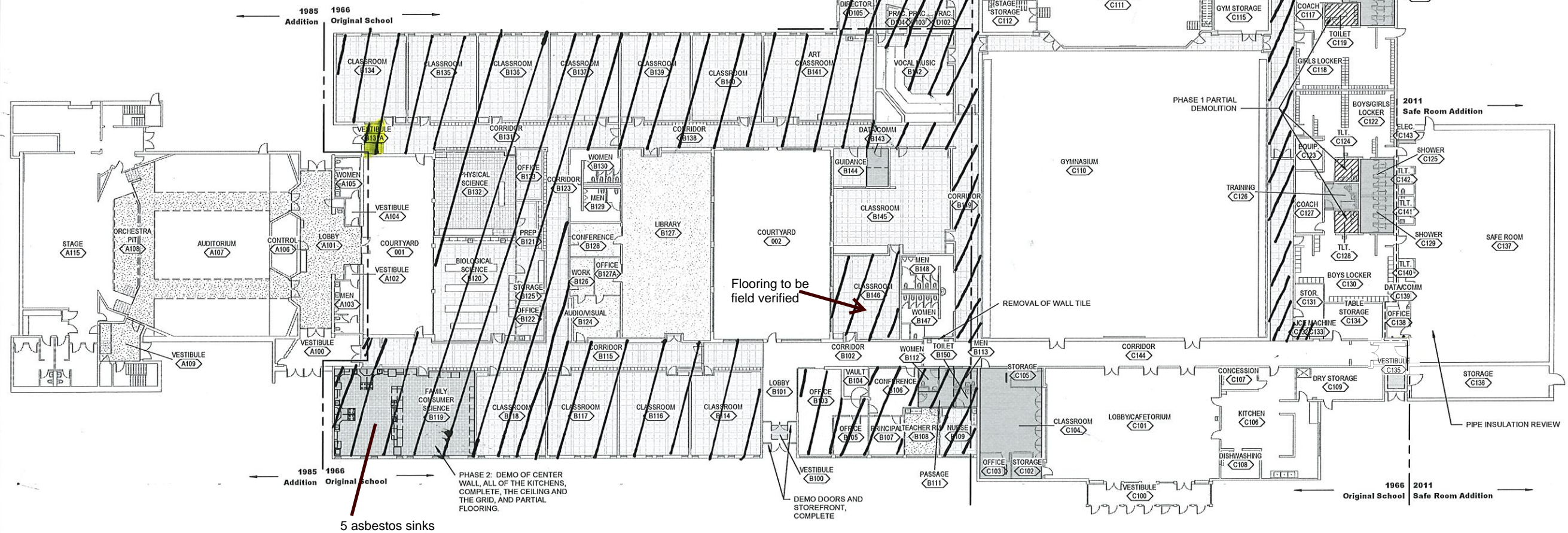
No removal of VCT unless noted or loose tile are discovered. (See Demo Finish Plans)

Asbestos
11/11 12" Floor tile and black mastic

Vestibules + B132, B120 have only black mastic - ACM

Stainless steel sink undercoat in B119

PIPE INSULATION REVIEW INCLUDING THESE ROOMS, BUT NOT LIMITED TO ONLY THESE ROOMS



OVERALL FLOOR PLAN

SCALE: 1" = 20'-0"

PROJECT
SHENANDOAH HIGH SCHOOL RENOVATIONS - PHASE 2
1000 MUSTANG DRIVE
SHENANDOAH, IOWA 51601

OWNER
SHENANDOAH COMMUNITY SCHOOL DISTRICT
304 WEST NISHNA ROAD
SHENANDOAH, IOWA 51601

DESIGN BUILDER:
NELSON
CARL A. NELSON & CO.

CARL A. NELSON & COMPANY
1815 DES MOINES AVENUE
BURLINGTON, IA 52601
P: 319-754-8415
F: 319-753-2208
WWW.CARLANELSONCO.COM

KEY PLAN:
PROJECT NORTH

SHEET PRINTED AT FULL SCALE: 1 2 in

ISSUE/REVISION DATE

ISSUED FOR: DATE 01/27/20

SHEET NAME: **ASBESTOS RFP - FLOOR PLAN OVERVIEW**

SHEET NUMBER: **GO.3**



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

4905 Hubbell Avenue, Suite 6
Des Moines, Iowa 50317
Telephone 515-981-4528
www.atcgroupservices.com

February 5, 2020

Kerri Nelson, Superintendent
Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601

**Re: Asbestos Abatement Cost Estimate
Shenandoah High School Renovations – Phase 2
ATC Project # 204BS02862**

CC: Cindy Larson, Carl A. Nelson & Company

Dear Ms. Nelson:

ATC inspected the renovation areas for asbestos that may be impacted by planned facility renovations. Based upon the findings of the inspection and scope of work as described by Carl A. Nelson & Company, we are providing the below cost estimate for abatement. Please note that the estimate is only based upon costs typical of the current abatement market. Actual bids may vary depending upon project schedules, phasing, time of year bid, bidding and bonding requirements, etc.

Summary of Abatement Work -

Asbestos Containing Materials Identified for Removal:

- 12" floor tile and mastic and temporary re-install floor tile, 3,819 square feet
- Pipe insulation joints or fittings, 100 joints of fittings in D107
- Stainless steel sinks B119, 5 sinks
- Cove base mastic throughout B119
- Lower cabinet demolition and disposal throughout B119

Cost Estimate:

Flooring abatement & flooring replacement: \$36,276.00
Pipe insulation abatement: \$10,000
Demo cabinets and disposal costs: \$6,000.00

Total Estimate: \$52,276.00

If you would like additional information, please contact me at (402) 697-9747.

Respectfully,

ATC Group Services LLC

Tim Jacobsen
Sr. Project Manager

February 20, 2020

Dr. Kerri Nelson
Superintendent
Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601

**Subject: Recommendation for Award
Shenandoah High School Renovations – Asbestos Abatement**

Dear Dr. Nelson:

On February 19, 2020, bids were publicly received and opened for the Shenandoah High School Renovation Asbestos Abatement project. Five bidders submitted pricing in accordance with the job specifications. A summary of the bid pricing is attached to this letter.

ATC recommends selecting McGill Abatement Company, LLC, 4205 South 33rd Street, Omaha, Nebraska, based on their submission of the lowest responsible bid.

If you have any questions, please do not hesitate to contact me at 402-697-9747.

Respectfully,



Tim Jacobsen
Sr. Project Manager

Enclosure

11117 Mockingbird Drive
Omaha, NE 68137
O: 402-697-9747
F: 402-597-8532

Contractor Name	McGill	New Horizons	Abatement Specialties	Site Services	Bockmann
Base Bid Price Submitted	\$ 27,410.00	\$ 39,300.00	\$ 42,659.00	\$ 52,177.00	\$ 60,000.00
Unit Pricing					
Tile & Mastic	\$ 3.50	\$ 4.00	\$ 2.70	\$ 5.60	\$ 5.00
Mastic Only	\$ 3.50	\$ 2.75	\$ 2.70	\$ 5.60	\$ 4.00
Two layer tile & mastic	\$ 5.00	\$ 4.50	\$ 3.05	\$ 7.00	\$ 7.00
Mastic only, under carpet	\$ 2.00	\$ 2.75	\$ 2.50	\$ 5.60	\$ 4.00
TSI Pipe Fitting	\$ 30.00	\$ 30.00	\$ 35.00	\$ 38.00	\$ 20.00
Floor mastic under wall base	\$ 25.00	\$ 3.00	\$ 3.00	\$ 12.00	\$ 6.00
Extra Mobilization if not on site	\$ 650.00	\$ 800.00	\$ 1,000.00	\$ 1,300.00	\$ 900.00

Low Bid



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BUILDING SCIENCES • MATERIALS TESTING

11117 Mockingbird Drive
Omaha, Nebraska 68137
Telephone 402-697-9747

www.atcgroupservices.com

February 20, 2020

Kerri Nelson, Superintendent
Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601

Re: Proposal for Asbestos Abatement Air Monitoring

Dear Dr. Nelson,

ATC Group Services LLC (ATC) is pleased to provide you with this proposal to conduct asbestos air monitoring for the Shenandoah High School asbestos abatement project scheduled in various phases March 2020 through June 2020.

REGULATORY REVIEW

In schools, friable asbestos abatement requires a TEM clearance. There is the potential for 2 work areas to become friable: administration offices removal of 2 layers of flooring and the boiler room TSI fittings. The other areas are reportedly to be removed with dry ice which is a non-friable method.

ATC recommends for school liability and occupant protection to conduct daily air monitoring (or clearances) while the abatement contractor is conducting abatement and upon completion of abatement.

COST ESTIMATE

Two options for air monitoring are proposed below:

Option 1 is pricing based on charging a fee per containment (AKA abatement work area) per functional space (individual room or work area). Option 2 is ATC being on-site throughout the abatement and charging a daily rate.

Option 1 Containment Rate			
Non-Friable Cost / Containment	\$650	21 Over Spring Break + 5 Summer	26 x \$650 = \$16,900.00
Friable Cost Per / Containment	\$1,200	1 – Office 1 – Mech Room	2 x \$1,200 = \$2,400
Option 1			\$19,300.00

Option 2 is ATC being on-site throughout the abatement and collecting air samples during abatement and after abatement at each sample location.

Option 2 Daily Rate			
Daily Rate Non-Friable	\$750.00	18 day schedule	18 x \$750 = \$13,500
Rate for Friable TEM Analysis	\$1,200	1 – Office 1 – Mech Room	\$2,400
Option 2			\$15,900

Should additional daily monitoring or other services be required above and beyond those indicated above, the following rates shall apply: Daily air monitoring (8-hr shift), \$750.00/shift

CONCLUSION AND SCHEDULE

We thank you for taking the time to consider our proposal. ATC appreciates the opportunity to present this proposal and looks forward to working with you on this project. If you have any questions regarding this proposal or require further information or clarification, please do not hesitate to contact us. Thank you again for your consideration.

Sincerely,



Tim Jacobsen, MPH, CIH
Sr. Project Manager



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

11117 Mockingbird Drive
Omaha, Nebraska 68137
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February 21, 2020

Kerri Nelson, Superintendent
Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601

Re: Change Order Request for Asbestos Abatement Air Monitoring

Dear Dr. Nelson,

At your request, ATC Group Services LLC (ATC) is submitting a change order to conduct asbestos air monitoring at the Shenandoah High School asbestos abatement project scheduled in March 2020 through June 2020.

COST

PCM and TEM Air Monitoring for Friable & Non-Friable Abatement Rates			
Daily Rate Non-Friable	\$750.00	18 day schedule	18 x \$750 = \$13,500
Clearance Rate for Friable TEM Analysis	\$1,200	1 – Office 1 – Mech Room	\$2,400
Total			\$15,900

Should additional daily monitoring or other services be required beyond those indicated above, the following rates shall apply: Daily air monitoring (8-hr shift), \$750.00/shift. **ATC will only bill for the number of days monitoring is conducted.**

CONCLUSION

If you approve of this request, please sign below and return to ATC. If you have any questions regarding this proposal or require further information or clarification, please do not hesitate to contact us.

Sincerely,

Tim Jacobsen, MPH, CIH
Sr. Project Manager

<p>Approval Sign Off for Air Monitoring \$15,900.00</p> <p>By: _____</p> <p>Date: _____</p> <p>Shenandoah High School 1000 Mustang Drive Shenandoah, Iowa 51601</p>
