



REQUEST FOR BID

July 30, 2021

For

Johnson County Celebration Barn Roof Replacement

Prepared by Johnson County Conservation Board

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SECTION 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)

1.1 Notice of Request for Bid

Notice is hereby given that bids will be received before 10:00 am CDT on August 13, 2021 for Johnson County Celebration Barn Roof Replacement as requested by Johnson County Conservation Board (JCCB).

1.2 RFB Timeline

Name of the Bid	Johnson County Celebration Barn Roof Replacement
Date of Issuance	July 30, 2021
Deadline for Questions	August 6, 2021, by 1:00 pm CDT
Deadline for Bid Submittal	August 13, 2021, before 10:00 am CDT. Bids time stamped 10:00 am or later are considered non-responsive.
Recommendation for Award	August 17, 2021
Method of Submittal	U.S. Postal Service, or any other means of delivery employed by the Bidder.
Project Location	Johnson County Celebration Barn, 4045 245 th Street NE Solon, IA 52333
Pre-Bid Meeting	August 5, 2021, at 1:00 pm CDT, at the Johnson County Celebration Barn, 4045 245 th Street NE Solon, IA 52333
Contact Person, Title	Larry Gullett, Executive Director, 2048 Hwy 6 NW, Oxford IA 52322
E-mail Address	LGullett@JohnsonCountyIowa.gov
Phone/ Fax Numbers	Phone: (319) 645-2315 Fax: 319-645-2204

1.3 Bids shall be submitted in a sealed envelope. JCCB is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the Bidder. Similarly, JCCB is not responsible for, and will not open, any bid responses that are received on or after the time stated above. Late submittals will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.

1.4 Bids will be opened on August 13, 2021 at 10:00 am CDT (our clock) at 2048 Hwy 6 NW, Oxford, IA 52322.

1.5 The preliminary bid tabulation will be posted no later than 11:00 am on August 13, 2021.

1.6 Bids will be evaluated promptly after opening. After an award is made, a bid tabulation summary will be sent to all companies who submitted a bid. Bid results will not be given over the telephone or prior to award. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

1.7 Other Requirements

1.7 A Bid security in the amount of 5% of the bid must accompany the bid.

1.7 B Performance Bond and a Labor and Materials Bond in the amount of the contract will be required.

----- End of Section 1.0 -----

SECTION 2.0 – INSTRUCTIONS TO BIDDERS

2.1 Federal Funding Provisions

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT. PROJECT MUST COMPLY WITH JOHNSON COUNTY, IOWA, PROCUREMENT POLICY FOR FEDERAL GRANT AND LOAN AWARD FUNDS. REFER TO APPENDIX I.

When spending federal grant and loan award funds, local governments such as Johnson County are required to adopt written procurement policies that conform to applicable federal law and the Uniform Guidance. (2 C.F.R. § 200.318(a)) For individual contracts, Johnson County personnel should also consult their grant award documents and with their federal grantor agency to determine whether additional procurement requirements apply.

AWARDING AGENCY: Johnson County Conservation Board (JCCB)

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Johnson County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should Johnson County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

2.2 General Procurement Standards and Procedures

2.2.1 **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Procuring Agency should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments, agencies and/or offices who have similar needs to consolidate procurements and services to obtain better pricing.

2.2.2 **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

2.2.3 **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

2.2.4 **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

2.2.5 **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a “Not to Exceed” amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

2.2.6 **Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.

- 2.2.7 **Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- 2.2.8 **Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- 2.2.9 **Documentation.** Documentation must be maintained by the Procuring Agency detailing the history of all procurements under this Policy. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor’s responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- 2.2.10 **Cost Estimate.** For all procurements costing \$250,000 or more, the Procuring Agency shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- 2.2.11 **Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder’s list.
- 2.2.12 **Contractor Oversight.** The Procuring Agency receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- 2.2.13 **Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for “or equal” products, or other unnecessary requirements that have the effect of restricting competition.
- 2.2.14 **Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

2.3 Insurance

NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT

WORK SHALL NOT BEGIN UNTIL THE CERTIFICATE OF INSURANCE AND ALL REQUIRED ENDORSEMENTS ARE RECEIVED AND APPROVED BY JCCB.

At all times during the term of the Work and the Contract, and any extensions thereof, the Contractor shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to JCCB. Such insurance will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be liable, whether such operations are 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.

For the protection of the Contractor and JCCB, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with the Work and the Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS.

- 2.4 Whenever used in this RFB the following terms shall have the meaning given as follows: JCCB shall mean Johnson County Conservation Board. Contractor shall mean the firm providing Work for JCCB. Subcontractor shall mean any person, firm, or corporation who contracts with the Contractor to perform a service for which the basis of payment or Scope of Work is identified as a part of this RFB. Project Manager shall mean Larry Gullett, who is the designated coordinator and administrator for the Work under this project.

2.5 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to JCCB that you have read, understand and will comply with the instructions and all terms and conditions stated in this Request for Bid and all attachments.

2.6 Pre-Bid Meeting

A Pre-Bid Meeting for this project will be held in person on August 5, 2021, at 1:00 pm CDT, at the Johnson County Celebration Barn, 4045 245th Street NE Solon, IA 52333.

2.7 This Request for Bid does not commit JCCB to make an award, nor will JCCB pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

2.8 Addenda

Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder via email by August 6, 2021, at 1:00 pm CDT. E-MAIL all questions to Larry Gullett at LGullett@JohnsonCountyIowa.gov and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C).

2.9 Exceptions to Documents

The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Bidders are cautioned that exceptions taken to this RFB may cause their bid to be rejected.

2.10 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

2.11 Incomplete Information

Failure to complete or provide any of the information requested in this Request for Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

2.12 No responsibility will be attached to any person for premature opening of a bid not properly identified.

2.13 In the event of conflict, the Special Terms and Conditions shall take precedence over the Standard Terms and Conditions, included herein.

Be advised that any conversations (in reference to this RFB) between bidders and any JCCB employee, JCCB official or JCCB Project Manager, other than the JCCB Executive Director, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Contractor from the vendors list and rejection of the Contractor's bid. **The ONLY official position of JCCB is that position which is stated in writing and issued by the JCCB Executive Director.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

----- End of Section 2.0 -----

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract

- 3.1.1 The initial term of the Contract shall commence approximately October 18, 2021, and shall end upon completion of all work, the end date of which is November 30, 2021.
- 3.1.2 The Contract may be extended by written mutual agreement by JCCB and the Contractor.
- 3.1.3 A Contract, prepared by JCCB and signed by the JCCB Director, shall become the document that authorizes the Work to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Bidder shall also be incorporated by reference into the resulting agreement. See Attachment J.
- 3.1.4 JCCB reserves the right to make changes to the Work to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both JCCB and the Contractor. The Contractor shall not commence any additional work or change the scope of the Work until authorized in writing by JCCB. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Contractor and JCCB. The Contract may only be amended, supplemented or modified by a written document executed by the Contractor and a JCCB Manager.
- 3.1.5 In accordance with the provisions and conditions of the Contract, Contractor shall freely enter into the Contract for the purpose of providing Work to JCCB and to be compensated for the Work.
- 3.1.6 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. JCCB reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

3.2 Contract Forms

- 3.2.1 Bids submitted in response to this RFB are considered offers to contract. Award of the contract to the successful bidder shall be a conditional acceptance only of said offer, conditioned on execution of a written contract. JCCB intends to use a modified EJCDC C-522 as the form of contract; the template is attached to this RFB as Attachment J.

3.3 Payment Terms and Invoice Submittal

- 3.3.1 Payment terms for Work authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after Work is performed, inspected and accepted and all required documentation and reports are received in a format acceptable to JCCB.
- 3.3.2 Invoices shall include the following information:
- Contractor name and address
 - Date of Work
 - JCCB PO number
 - Description of Work
 - The total amount being invoiced
 - The Project Number / Contract Number
- 3.3.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

3.3.5 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

- a) In a pdf format via e-mail to: LGullett@JohnsonCountyIowa.gov and DKJosa@JohnsonCountyIowa.gov

3.3.6 JCCB may withhold payment for reasons including, but not limited to the following:

- a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
- b) Damage for which Contractor is liable under the Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcontractors or other persons;
- e) Delay in the progress or completion of the Work;
- f) Inability of Contractor to complete the Work;
- g) Failure of Contractor to properly complete or document any pay request or invoice;
- h) Any other failure of Contractor to perform any of its obligations under the Contract; or
- i) The cost to JCCB, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of JCCB's remedies set forth in the Contract.

3.3.7 Actual travel time to and from the work location is not reimbursable under the Contract.

3.4 Treatment of Documents and Records

3.4.1 Ownership

All Documents and other materials prepared by the Contractor in connection with this project are JCCB's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by JCCB shall remain the sole property of JCCB. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

3.4.2 Confidentiality

Any individual subcontracted or employed by the Contractor with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Work of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

3.4.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Contractor and/or its subcontractors chooses to dispose of Documents, disposal of Documents shall:

- a) Comply with any retention requirements of the agreement and be in a manner such that documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

3.4.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Contractor and its Subcontractors, if any, shall maintain all accounting records and other documentation generated in performing the Work under the Contract.

Any duly authorized representative of JCCB, the State or a Federal Agency shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed including but not limited to litigation, claim, negotiation, audit or

any other action involving the records.

This access shall be made available to JCCB or duly authorized agent and shall be considered incidental to the Scope of Work contained herein. As such, there shall be no additional compensation allowed the Contractor for maintaining this information and allowing the herein described access.

3.5 If Project is funded in any way utilizing Federal Funds the Contractor acknowledges that it may be required to submit to an audit of funds paid through the Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

3.6 Expenditure of Service

JCCB does not guarantee any minimum or maximum hours of work for the Contractor. There is no guaranteed minimum amount of work that will be required throughout the contract period.

3.7 If Project is funded in any way utilizing Federal Funds the Contractor acknowledges that it may be required to submit to an audit of funds paid through the Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

----- End of Section 3.0 -----

SECTION 4.0 – SCOPE OF WORK, SPECIFICATIONS

4.1 Background

4.1.1 The Johnson County Conservation Board (JCCB) is seeking bids from qualified Contractors for the Removal and replacement of the Celebration Barn Roof.

4.1.2 The JCCB experienced an extended storm and wind event that caused major damage throughout the Parks and properties owned by JCCB.

4.2 Scope of Work

The JCCB intends to establish a term contract with one contractor who has the ability, labor, materials, and equipment for the removal of the existing roof covering and replace it with a similar covering. Fascia and soffits, along with cupola wall finish material will also be removed and replaced. The contractor will provide all flashing and sealant as necessary to provide a completed project.

All removed shingles will be bundled and stacked on pallets on site with straps around shingles secured to pallet to be recycled by Owner at a later time.

Hauling and final disposition of removed material other than removed shingles shall be the responsibility of the contractor. Removed materials must be disposed of in a manner acceptable to FEMA, JCCB and all State of Iowa Environmental Regulatory Agencies.

The work will begin on October 18, 2021. The entire project must be completed in 30 calendar days by November 17, 2021.

The Contractor shall provide all expertise, personnel, tools, materials, equipment, supervision and all other incidental costs and facilities of any nature to execute and complete the Removal and replacement of the roof covering, Hauling, and Disposal of roof material as directed by the JCCB. The sole purpose of this contract will be for the removal and replacement of roof covering from the Johnson County Celebration Barn.

4.3 Contractors Employees

Any person working on JCCB property must be identifiable by uniform, proper identification and a marked vehicle. The Contractor shall only furnish employees who are competent and skilled for work under the Contract.

If, in the opinion of the JCCB, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on JCCB property, or is otherwise unsatisfactory, as determined by JCCB, then that employee shall be removed from all work under the Contract immediately.

4.4 Subcontracts – Assignments

No part of this project will be subcontracted or assigned without prior written consent of the JCCB, excluding any emergency work. Any subcontractor or assignee must meet the same qualifications in their field as the prime Contractor. Contractor shall be responsible for any payments to subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e. training, safety, insurance, licenses, etc.).

4.5 Pricing

All prices quoted include mileage, insurance, gas, maintenance, labor, administrative costs, equipment, tipping/disposal fees, and all other charges, and exclusive of all taxes. There shall be no charges for overtime or holiday premium pay.

4.6 Landfill Hours

Hours of operation for the City of Iowa City Landfill are 7:00 a.m. to 4:30 p.m. Monday through Saturday.

Address:

City of Iowa City Landfill and Recycling Center
3900 Hebl Avenue
Iowa City, Iowa 52246

4.7 Regulatory Agency Compliance

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, DOT – Department of Transportation, and FEMA – Federal Emergency Management Agency. The JCCB expects that bidders will offer expertise on conformance of regulations applying to the products they produce. Failure to assist the JCCB in this area may be just cause for rejection.

4.8 Safety

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the Contractor from damage, which might be done or caused by work performed under the Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, Maintenance of Traffic devices and other protective means as may be necessary for the protection of the public from injury. Contractor certifies that all items or service delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

Contractor shall exercise the utmost care when working on JCCB property. The Contractor shall be responsible for and indemnify and hold the JCCB harmless from all damage to JCCB property that may occur during this project. Any damage that may occur shall be reported to the JCCB immediately. The JCCB may direct the Contractor to undertake immediate and reasonable steps to repair and remediate any damage. The Contractor shall maintain a written log describing all property damage reports, and the Contractor’s activities to repair and remediate. This log shall include the dates for each damage report, pictures, contact information and resolution. If property damaged by the Contractor is not repaired or remediated in a timely basis as directed by the JCCB, and to the satisfaction of the JCCB, the JCCB may, at its option, have the damage repaired at the Contractor’s expense to be reimbursed to the JCCB.

----- End of Section 4.0 -----

SECTION 5.0 – BID EVALUATION AND AWARD

- 5.1 All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- 5.2 Award
- 5.2.1 Award shall be made to the responsible Bidder submitting the lowest responsive bid with regard to the specifications set forth herein. JCCB reserves the right to accept or reject any or all bids; to request rebids; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of JCCB.
- 5.2.2 If the evaluation team determines that the project should be awarded, the process shall be as follows:
- a) The evaluation team shall determine which responsible Bidder has submitted the lowest responsive bid.
 - b) The JCCB Manager executes the Contract.
 - c) JCCB issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the Work.
- 5.2.3 If the evaluation team determines that all the bids received should be rejected, the Bidders shall be notified by JCCB Executive Director accordingly. At that point, JCCB may, or may not, re-bid the project.
- 5.3 Award of bid shall be made to the lowest responsive and responsible Bidder(s) meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Contractor responsibility and responsiveness:
- Adherence to specifications;
 - Service as specified in these bid documents;
 - Company's ability to meet JCCB's Insurance Requirements;
 - Current lead-time quoted;
 - Length of time committed for firm pricing;
 - Guarantees and warranties;
 - Past experience and service provided by Bidder;
 - Ability and/or willingness to work with JCCB on disposition of material.
- 5.4 JCCB reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect JCCB's overall interests.
- 5.5 The Company must not have any unresolved performance issues with JCCB. The Company's performance as a prime Contractor or subcontractor in previous JCCB contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. JCCB may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. JCCB reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.
- 5.6 In case of tie bids, JCCB will make the award based on the priority factors as outlined in the Johnson County General Purchasing and Procurement Policy.
- 5.7 Buy Local Program
- Buy-Local does not apply to the Project.

----- End of Section 5.0 -----

SECTION 6.0 – SUBMITTAL INSTRUCTIONS

DOCUMENTS TO SUBMITTED BE WITH THIS BID

1. Certification Regarding Ability to Obtain Required Insurance – Attachment C
2. Bid Pricing Submittal Form – Attachment C
3. Bid Signature Page – Attachment C

----- End of Section 6.0 -----

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, JCCB reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act <https://www.law.cornell.edu/uscode/text/42/12101>.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which JCCB relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.
4. It is the responsibility of the Contractor to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable construction projects, including being aware of and making considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Contractor shall be responsible to make the construction workers aware of the specifications and tolerances in projects that involve ADA design items. Any subsequent inspection of installations of facilities or construction that results in failure to meet the Accessible Design parameters, these items shall be removed and replaced at the expense of the Contractor.

ASSIGNMENT - JCCB and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of JCCB and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of JCCB shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each Bidder must submit an original bid and additional copies as required on the forms attached. The Bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC - All documents submitted with any bid shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to JCCB in connection with a bid, the submitting party recognizes this and waives any claim against JCCB and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold JCCB and its officers and employees harmless from any claims arising from the release of any document or information made available to JCCB arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - JCCB reserves the right to accept or reject any or all bids or parts thereof. JCCB further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of JCCB.

CONFLICT OF INTEREST - Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and JCCB that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to JCCB, JCCB may terminate the Contract, and Contractor shall be liable for any excess costs to JCCB as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with

whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to JCCB.

DISPUTES - Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and JCCB shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non- disputed work, without delay, any additional costs incurred by JCCB or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by JCCB to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FOB POINT AND FREIGHT/DELIVERY CHARGES - The FOB point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of the goods, rather than as a separate line item.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

INDEMNIFICATION - The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the JCCB, its officers and employees, the United States Government, FEMA, the State of Iowa, their agencies and agents from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of JCCB, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, or any independent Contractors working under the direction of either the Contractor in the performance of the Contract.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

METHOD OF AWARDING - JCCB reserves the right to make awards based on the entire bid or on an item by item basis. However if Contractor's bid is based on an "all or none" condition, JCCB may consider their bid non-responsive and reject the entire bid.

NO GIFT STANDARD - JCCB is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by JCCB's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a JCCB employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with JCCB agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or

where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of JCCB's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. JCCB expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the contract must do so in writing to Larry Gullett at LGullett@JohnsonCountyIowa.gov.

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to JCCB. JCCB employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - The Work relating to this Project, or any portion thereof, may not be subcontracted without written approval from JCCB. All approved Subcontractors shall be listed in the resulting contract or in a written amendment to the contract.

SPECIFICATIONS - Unless otherwise stated, every item provided in response to this Request for Bid shall be new, unused, and of current model under standard production by the manufacturer. Items shall be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature. Remanufactured, used, demonstrator models or refurbished items will not be accepted.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with JCCB or the State of Iowa.

TAXES - JCCB is exempt from sales tax and certain other use taxes. Any charges for taxes from which JCCB is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

TERMINATION OF CONTRACT FOR CONVENIENCE - JCCB may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of JCCB, become its property. If the Contract is terminated by JCCB as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. JCCB will not be subject to any termination fees from the Contractor.

TERMINATION FOR CAUSE AND DEFAULT - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of the Contract, JCCB shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by JCCB, all completed Work, reports, and delivered materials shall, at the option of JCCB, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to JCCB for damage sustained by JCCB by virtue of breach of the Contract by the Contractor and JCCB may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due JCCB are determined.

WARRANTIES - WORK - The Contractor shall perform Work for JCCB pertaining to the Project as set forth in the Contract. Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by JCCB based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of JCCB or Contractor.

WARRANTIES - INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials, goods and work produced, or provided to JCCB pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and JCCB's use of same, and the exercise by JCCB of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

ATTACHMENT B – INSURANCE REQUIREMENTS

Section I – Basic Insurance Requirements

Contractor, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Contractor's obligations and activities.

General Liability Insurance Contractor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Workers Compensation and Employers Liability Insurance meeting the relevant Workers Compensation Statutes.

A COPY OF ONE (1) ENDORSEMENT IS REQUIRED:

Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

Larry Gullett, Executive Director
2048 Hwy 6 NW
Oxford, IA 52322
Email: LGullett@JohnsonCountyIowa.gov

(Please note that JCCB does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Contractor is required to purchase and maintain insurance coverage to protect the Contractor and JCCB throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as a failure on the part of the Contractor to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claim made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish JCCB certificates of insurance.

The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

The Contractor is required to give JCCB notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

JCCB intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to JCCB whether any other coverage is primary, contributing or excess. JCCB may require an endorsement preserving JCCB's governmental immunities under such coverage. See attached.

In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Celebration Barn Roof Replacement as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

Johnson County Conservation Board
2048 Hwy 6 NW
Oxford, IA 52322
Email: LGullett@JohnsonCountyIowa.gov

The Producer's contact person's name, phone number and e-mail address are required.

Certificate may be sent by e-mail (LGullett@JohnsonCountyIowa.gov) to the attention of Larry Gullett.

JOHNSON COUNTY, IOWA

GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of Johnson County, Iowa as Additional Insured does not waive any of the defenses of governmental immunity available to Johnson County, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
3. Assertion of Government Immunity. Johnson County, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of Johnson County, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to Johnson County, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Johnson County, Iowa.
5. No Other Change in Policy. The insurance carrier and Johnson County, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

----- End of Attachment B -----

**ATTACHMENT C – BID SUBMITTAL FORMS
FOR CELEBRATION BARN ROOF REPLACEMENT**

1. Certification Regarding Ability to Obtain Required Insurance
2. Bid Pricing Submittal Form
3. Signature Page Form

CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE

**CERTIFICATION BY BIDDER'S INSURANCE AGENT/BROKER REGARDING BIDDER'S ABILITY
TO OBTAIN REQUIRED INSURANCE COVERAGE AND ENDORSEMENTS**

I hereby certify that my client, as identified below, will be able to meet all the insurance requirements of Attachment B, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverage and endorsements if selected as the successful bidder of the RFB to which my client has responded:

Project Name and Number: _____

Legal Name of Bidder: _____

Name/Address of Insurance Agency:

Phone: _____ Fax: _____

Email: _____

Name of Agent/Broker (Print): _____

Signature of Agent/Broker: _____

Date of Signature: _____

BID PRICING SUBMITTAL FORM

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work as described in Section 4.0. The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

The Contractor must dispose of the removed material in a manner acceptable to FEMA, JCCB, and all State of Iowa Environmental Regulatory Agencies.

For all Work a Lump Sum of:

_____ (words)
_____ (\$ _____).
_____ (figures)

Name of Company _____
Authorized Signature _____
Date _____

SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the Work described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Work be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

Federal ID Number _____

D-U-N-S (<https://fedgov.dnb.com/webform>) _____

Iowa Department of Labor Registration Number, if applicable _____

The State of Iowa requires that all individual contractors and businesses performing "construction" work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>

FIRM PRICING

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

ADDENDA {It is the Bidder's responsibility to check for issuance of any addenda}

The above-signed hereby acknowledges receipt of the following addenda:

Addenda Number: ___ Date: _____ Addenda Number: ___ Date: _____

Addenda Number: ___ Date: _____ Addenda Number: ___ Date: _____

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes No

QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: _____ % _____ days

Does this discount apply to payments made by MasterCard? Yes No

PROPOSED SUBCONTRACTORS (Reference General Terms and Conditions, section titled *Subcontracting*).

If awarded this project, do you plan to use any subcontractors? Yes No If yes, list information below.

Subcontractor Company Name	Address	IA Contractor Registration #

We choose not to bid at this time. We would like to be considered for future solicitations.

ATTACHMENT D – FEDERAL REGULATIONS (FEMA)

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements (“Uniform Rules”) apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326.

- (1) **Remedies.** Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold) **Reference Sections titled *Termination, JCCB’s Right to Withhold, Disputes, and Warranties.***
- (2) **Termination for Cause and Convenience.** Termination for cause and for convenience by the recipient or sub-recipient including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000) **Reference Section titled *Termination.***
- (3) **Not to Exceed – Contract Amendments.** The Contractor shall not exceed the maximum fees, as noted in the Section titled *Compensation*, without a prior written request to JCCB and authorization by written amendment to the Contract, including a change to the Scope of Work. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project. **Reference Section titled *Contract Amendments***
- (4) **Retention of all required records.** Records shall be retained for three years after recipients or sub-recipients make final payments and all other pending matters are closed. **JCCB’s requirement is 5 years; reference Section titled *Treatment of Documents.***
- (5) **Access to Records.**
 - a) The Contractor agrees to provide JCCB the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (6) **Equal Employment Opportunity.** Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and supplemented, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended and supplemented, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended and supplemented, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended and supplemented, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

(7) Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.

- a) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c) In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

- d) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e) In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Finance Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f) In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. However, for purposes of grant programs where both clauses do apply, FEMA requires the following:
 - i. Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145 and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and other such clauses as the FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and Subcontractor as provided in 29 CFR § 512.

(8) Compliance with the Contract Work Hours and Safety Standards Act. Applicable for all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5.

- a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. JCCB shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.”

(9) **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**. Contractors who apply or bid for an award of \$100,000 or more must file the required certification.

(10) **Procurement of Recovered Materials.**

a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

b) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

(11) **Compliance with the Clean Air Act.** Applicable for contracts of amounts in excess of \$150,000.

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b) The Contractor agrees to report each violation to JCCB and understands and agrees that JCCB will, in turn, report each violation as required to assure notification to the State of Iowa, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

(12) **Compliance with the Federal Water Pollution Control Act.** Applicable for contracts of amounts in excess of \$150,000.

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b) The Contractor agrees to report each violation to JCCB and understands and agrees that JCCB will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

(13) **Suspension and Debarment.** Applicable to all FEMA grant and cooperative agreement programs.

a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c) This certification is a material representation of fact relied upon by JCCB. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Iowa and JCCB, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d) The Contractor agrees to comply with the requirements of 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (14) **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor or any other party pertaining to any matter resulting from the contract.
- (15) **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 USC Chap 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract.
- (16) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- (17) Notice of awarding agency requirements and regulations pertaining to reporting.
- (18) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (19) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (20) **Bonding Requirements.** Applicable for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (\$150,000), the awarding agency may accept the bonding policy and requirements of the recipient (State if Iowa) or sub-recipient (JCCB) provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
- a) A bid guarantee from each Contractor equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Contractor will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
 - b) A performance bond on the part of the Contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
 - c) A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

ATTACHMENT E – FORM OF CONTRACT

THIS CONTRACT is by and between Johnson County (Iowa) Conservation Board (Owner) and

(Contractor)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 *Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.*
- 1.02 *The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:*
- A. Removal and Replacement of the Celebration Barn Roof, all as more fully described in the Owner's Request for Bid dated [REDACTED], 2021 and attachments thereto (herein, the "RFB").
 - B. The Site of the Work includes property and designated work areas described in greater detail in the Contract Documents but generally located at Johnson County Celebration Barn, 4045 245th Street NE Solon, IA 52333.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall endeavor to resolve matters in question concerning the requirements of the Contract Documents through direct discussion between the designated points of contact for Contractor and Owner. In the event such direct discussions cannot resolve such disputed questions concerning the Contract Documents, or relate to the acceptability of the Work under the Contract Documents, such questions shall be submitted to the Engineer. Engineer will be the interpreter of the requirements of the Contract Documents in such cases, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined. The Contract Documents consist of the following documents:

- A. This Contract.
- B. Performance bond.
- C. Payment bond.

- D. Specifications, terms, conditions, and provisions of the RFB.
- E. Drawings as listed on the Drawing Sheet Index.
- F. Addenda Nos _____ to _____.
- G. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - 1. Work Change Directives (EJCDC C-940).
 - 2. Change Orders (EJCDC C-941).
 - 3. Field Orders.

ARTICLE 3 - ENGINEER

3.01 *The Engineer for this Project is Stanley Consultants, Inc.*

ARTICLE 4 - CONTRACT TIMES

4.01 *The Work will be substantially completed on or before _____ (Date) and completed and ready for final payment on or before _____ (Date).*

4.02 *Liquidated Damages. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500.00 for each day that expires after the Contract Time for substantial completion.*

4.03 *Delays in Contractor's Progress.*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work a Lump Sum of:

_____ (words)

_____ (\$ _____) (figures)

Lump Sum Contract Price includes Alternates No. _____.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- A. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations: SEE ATTACHMENT B – INSURANCE REQUIREMENTS, of the RFB.
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Stanley Consultants, Inc. and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
 - 3. Additional insured endorsement for Owner shall contain provisions preserving Owner's governmental immunity under Iowa Code Chapter 670.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 *Other Work at the Site. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging,*

delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers. *Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.*

7.05 Quality Management. *Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.*

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Owner and Engineer will not have such responsibility. No action under taken by the Owner or Engineer under this paragraph will constitute a transfer of this responsibility or acceptance of this responsibility by the Owner or Engineer.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 *Shop Drawings, Samples, and Other Submittals*

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. If Contractor wishes to propose a variation from the requirements of the Contract Documents and a drawing or sample will be used to help describe the variation, the drawing or sample shall not be submitted as a shop drawing or sample, but rather will have specific notations regarding the variation and shall be transmitted to the Engineer with a letter describing all aspects of the variation, including any effect the variation will have on work of separate contractors, if any, and its effect, if any, on the Contract Price or Contract Time. If Engineer determines that the variation will be acceptable, the variation will be authorized by a Change Order executed by the Owner and Contractor.
- D. Engineer will provide timely review of shop drawings and samples.

- E. Engineer's review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review of Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents; nor will any review by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the requirements of the Contract Documents.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required review of an item with no more than 3 submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring review and Contractor shall reimburse Owner for Engineer's charges for such time.
- I. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor
- J. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees.* Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period.* If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 *Indemnification.* To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Owner's Responsibilities*

- A. Except as otherwise provided in the Contract Documents, e.g. Section 2.10(B) above and the RFB, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract and the RFB.
- C. Owner shall provide Site and easements required to construct the Project.

- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction, subject to Owner's designation of Owner's personnel to monitor progress of the Work and serve as a point of contact for routine communications regarding execution of the Work as between Owner and Contractor. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

- 10.01 Authority to Change the Work.* Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Conditions Process*

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the

Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage. The Owner shall retain 5.0% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within thirty-one (31) days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial

completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 *Owner May Terminate for Convenience*

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate.* If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:

- B. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- C. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- D. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - 1. The cost, progress, and performance of the Work;
 - 2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - 3. Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

- 17.01 *Cumulative Remedies.* The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.
- 17.02 *Limitation of Damages.* Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.
- 17.03 *No Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

- 17.04 *Survival of Obligations.* All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.
- 17.05 *Contractor's Certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- 17.06 *Controlling Law.* This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract. This Contract will be effective on , 20__ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest _____

Attest _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No. _____
(Where applicable)

END OF DOCUMENT

ATTACHMENT F – TECHNICAL SPECIFICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wood framing, plates, nailers, grounds, and furring.
- B. Rough hardware and accessory materials.

1.02 RELATED REQUIREMENTS

- A. Section 07 31 16 – Metal Shingles.

1.03 INFORMATIONAL SUBMITTALS

- A. Source quality control submittals:
 - 1. Wood preservative treatment data: Submit certification by treating plant, indicating compliance with specified requirements.
 - 2. Fire retardant treatment data: Submit certification by treating plant, indicating compliance with specified requirements.

1.04 QUALITY ASSURANCE

- A. Regulatory requirements: Conform to applicable codes for fire retardant treatment of wood surfaces for flame/fuel/smoke ratings.
- B. Lumber: Comply with PS-20-70. Provide lumber species grade marked and complying with grading rules of following associations:
 - 1. Southern pine: 1977 Standard Grading Rules for Southern Pine Lumber, published by Southern Pine Inspection Bureau (SPIB).
 - 2. Douglas fir, Western larch and hemlock: Western Lumber Grading Rules, 91 published by Western Wood Products Association (WWPA), or Standard Grading Rules for West Coast Lumber, Number 16, 1989, published by West Coast Lumber Inspection Bureau (WCLIB).
 - 3. Western spruce, pine, and fir: Western Spruce-Pine-Fir Association (WSPFA) and current Canadian Grading Rules by National Grades Association Canada.
- C. Plywood: Grade marked and manufactured in accordance with PS-1-83 or one of APA/EWA- APA - The Engineered Wood Association performance standards.
- D. Fire retardant treatment shall conform to requirements of Underwriters' Laboratories (UL).

1.05 DELIVERY, STORAGE AND HANDLING

- A. Keep materials dry and undamaged during delivery and site storage. Protect against weather exposure and contact with damp or wet surfaces. Stack rough carpentry materials to ensure proper drainage and ventilation. Protect from weather damage and deterioration.
- B. Store and protect rough carpentry accessories and hardware from weather damage and deterioration.
- C. Store shop-fabricated items indoors in well ventilated area with temperature and humidity stabilized and maintained at minimum of 60°F (16°C) temperature and maximum of 60% humidity.

PART 2 PRODUCTS

2.01 MATERIALS

A. Lumber:

1. Nominal lumber sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS-20-70 for moisture content specified for each use.
2. Provide dressed seasoned dimensioned lumber, S4S, air-dried with maximum 19% moisture content (S-DRY).
3. Provide pressure preservative treated materials for material used at exterior of buildings.
4. Grades: Southern Pine or Western Lumber species.
 - a. Studs, 10' (3,000 mm) and shorter: Stud.
 - b. Studs, longer than 10' (3,000 mm): No. 2.
 - c. Furring, blocking and bracing: Utility.
5. Exposed framing lumber 2" (50 mm) through 4" (100 mm) thick: Where framing will not be concealed by other work, provide Southern pine, appearance grade or Douglas fir, appearance framing.

2.02 ACCESSORY MATERIALS

A. Rough hardware:

1. Provide bolts, plates, anchors, hangers, and other miscellaneous steel and iron shapes as required for framing and supporting woodwork and for anchoring or securing woodwork to concrete, masonry, or wood structures.
2. Provide manufactured or fabricated items of sizes, shapes and dimensions required.
3. Bolts: ASTM A307. Provide with double washers. Furnish sill plate anchor bolts for installation under Section 03 30 00.
4. Steel: ASTM A36.
5. Fasteners and anchorages: Provide size, type, material, and finish required for nails, screws, bolts, nuts, washers and anchoring devices. Provide hot-dip galvanized finish for exterior locations, high humidity locations and treated wood; plain finish for other interior locations; size and type to suit application.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Set carpentry work accurately to required lines and levels with members plumb, true and accurately aligned, cut and fit. Work shall be performed in conformance with good trade practice, recommendations of manufacturer, building codes and specifications.
- B. Securely attach carpentry work to substrate by anchoring and fastening as required to support applied loading, in accordance with recognized standards.
 1. Provide washers under bolt heads and nuts.
 2. Use fasteners of proper size that will not penetrate members where opposite side will be exposed to view or receive finish materials.
 3. Do not drive threaded friction type fasteners.
 4. Tighten bolts and lag screws at installation and retighten as required.
 5. Nails, screws, and bolts used in connection with preservative treated wood shall be galvanized.
- C. Provide treated wood grounds, nailers, blocking, sleepers, and furring where required for screeding or attachment of other work and surface applied items. Attach to substrate as required to support applied loading.
 1. Material: Framing lumber.
 2. Nominal size: Match adjacent framing lumber, unless otherwise shown on Drawings.

3. Extent of Work: Provide blocking behind wall-supported loads, including cabinets, wardrobe rods, siding, roofing, sheet metal flashing and trim, doors, windows, finish hardware including door stops, railings, toilet room accessories, mirrors, miscellaneous specialties, building equipment, window traverse rods and shades, and mechanical and electrical work; verify exact locations.

3.02 FRAMING, PLATES, NAILERS, BLOCKING, FURRING, AND GROUNDS

- A. Provide framing members of sizes and on spacings shown and frame openings to comply with International Building Code, latest edition. Cut, join, and tightly fit framing around other work. Do not splice structural members between supports.
- B. Use only sound thoroughly seasoned materials of longest practical lengths and sizes to minimize joints. Use materials free of warp, unless warp can be easily corrected by anchorage and attachment. Make tight connections between members. Discard units with defects which might impair quality of work and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.
- C. Anchor and nail framing to comply with International Building Code, latest edition.
- D. Provide treated sill plates where wood framing is supported by concrete construction. Install exterior wall sill plates over single layer of sill sealer. Anchor to embedded bolts.
- E. Provide special framing as shown for eaves, overhangs, dormers, and similar conditions.
- F. Work shall be well fitted and securely fastened in proper location with nails, screws, or other approved fastening devices.

3.03 CLEANING

- A. Clean up debris and cutting on regular periodic basis. Remove and dispose of excess materials and debris created by carpentry work.
- B. Maintain buildings and site free of accumulations of cutting and waste materials in neat orderly condition.

END OF SECTION

- 1) M. J. Palan
- 2)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Granule-surfaced, metal shingle roofing.
- B. Moisture shedding underlayment; eave, valley, and ridge protection.
- C. Associated metal flashing.

1.02 INFORMATIONAL SUBMITTALS

- A. Product Data: Provide manufacturer's product information indicating material characteristics, performance criteria, and product limitations.
- B. Manufacturer's Installation Instructions: Provide published instructions indicating preparation required and installation procedures.
- C. Certificate of Compliance: Provide certificate from independent laboratory indicating metal shingles made in normal production meet requirements of following:
 - 1. ASTM E108.UL 790 Class A Fire Resistance.
 - 2. ASTM D3161/UL 997 Wind Resistance.
 - 3. ASTM D3462.

1.03 EXTRA MATERIALS

- A. Provide 25 sq ft of extra shingles used on the Project.

1.04 QUALITY ASSURANCE

- A. Maintain one copy of manufacturer's application instructions on Project Site.
- B. Verify manufacturer's labels contain reference to ASTM standards.

1.05 AMBIENT CONDITIONS

- A. Take special care when applying waterproofing underlayment and shingles when ambient or wind chill temperatures are below 45°F (7°C). Tack underlayment in place not adhering immediately to deck.

1.06 WARRANTY

- A. Provide manufacturer's standard roofing warranty for 50 years – non prorated for the first 20 years.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roser.

2.02 ROOFING MATERIALS

- A. Metal shingles:
 - 1. Steel Stone Coated surface.
 - 2. 50-year product warranty.
 - 3. Type: Stonewood Shake.

4. Fire rating: UL Class A.
 5. Color: Weathered Timber.
- B. Waterproofing underlayment: Self-adhesive waterproofing underlayment, minimum 60 mil thick, fiberglass-reinforced with SBS-modified asphalt, complying with ASTM D1970 and UL-approved. Applied under entire roof surface.
- C. Hip and ridge shingles: From the same product line as the main body of the roof.
- D. Nails: Self tapping screw nail type of hot-dipped zinc-coated steel; minimum 0.080" (2 mm) shank diameter; of sufficient length to penetrate through roof sheathing. Minimum of 3/4" (19 mm) into solid batton.

2.03 FLASHING MATERIALS

- A. Sheet flashings: ASTM A361; 24-gage (0.6 mm) steel, with minimum 1.25 oz/sq ft coating to match roof finish.
- B. Drip edge eave and gable flashing: ANSI/ASTM B209; 0.03" (0.8 mm) thick aluminum, prefinished
- C. Nails: Standard round wire roofing type of hot-dipped zinc-coated steel; minimum 19/64" (8 mm) head diameter and 0.104" (3 mm) shank diameter, of sufficient length to penetrate through roof sheathing.
- D. Colors: Prefinished flashing colors to match roof color.

2.04 FLASHING FABRICATION

- A. Form flashings to profiles indicated on Drawings, and/or to protect roof assembly and shed water. Form sections square, true, and accurate to profile, in maximum possible lengths, free from distortion and other defects detrimental to appearance or performance.
- B. Hem exposed edges of flashings minimum 1/4" (6 mm) on underside.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof penetrations and plumbing stacks are in place and flashed to deck surface.
- B. Verify roof openings are correctly framed prior to installing Work of this Section.
- C. Verify deck surfaces are dry and free of ridges, warps, or voids.

3.02 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck materials.
- B. Broom clean deck surfaces under eave protection and underlayment prior to application.

3.03 EAVE ICE DAM PROTECTION INSTALLATION

- A. Place eave edge and gable edge metal flashing tight with fascia boards. Weather-lap joints 2" (50 mm). Secure flange with nails spaced 8" (200 mm) oc.
- B. Apply weatherproofing underlayment to the entire roof surface.

3.04 VALLEY PROTECTION INSTALLATION

- A. Place one layer of sheet metal flashing, minimum 24" (600 mm) wide, centered over open valleys and crimped to guide water. Weather-lap joints minimum 12" (300 mm). Nail in place minimum 18" (450 mm) oc, 1" (25 mm) from edges.

3.05 FLASHING INSTALLATION

- A. Weather lap joints minimum 2" (50 mm) and seal weathertight with plastic cement. Secure in place with nails at 4" (100 mm) on center. Conceal fastenings.
- B. Flash and seal work projecting through or mounted on roofing with plastic cement. Provide weathertight installation.

3.06 VENTS INSTALLATION

- A. Install as shingle installation progresses in accordance with manufacturer's recommendations.

3.07 METAL SHINGLES INSTALLATION

- A. Apply over properly 2x2 batton prepared roof deck, starting at bottom roof and working across and up to blend shingles from one bundle into next and minimize any normal shade variation.
- B. Hips: Apply cap over double 1x6 with 2x2 attached to each side of 1x6 hip.
- C. Apply with offset as recommended by manufacturer.
- D. Follow manufacturer's instructions for coursing application and installation.

END OF SECTION

- 1) M. J. Palan
- 2)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coping flashing and cleats.
- B. Counter flashings at roof edge.
- C. Counterflashings at roof-mounted mechanical equipment, vent stacks, curbs, and miscellaneous roof penetrations.
- D. Fascia trim.
- E. Soffit panels (when not used as part of wall panel system).
- F. Reglets and flashings.
- G. Prefabricated roof curb, pipe seals, and pipe curb assembly.
- H. Miscellaneous closure and trim flashings.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 – Rough Carpentry.
- B. Section 07 31 16 – Metal Shingles.
- C. Section 07 90 00 – Joint Protection.

1.03 ACTION SUBMITTALS

- A. Shop Drawings describing material profile, fastening methods, and installation details.

1.04 INFORMATIONAL SUBMITTALS

- A. Product Data: Manufacturer's catalog information for:
 - 1. Aluminum coping.
 - 2. Prefabricated roof curbs and related assemblies.

1.05 QUALITY ASSURANCE

- A. Comply with Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) "Architectural Sheet Metal Manual" recommendations for fabrication and installation of the work.
- B. Regulatory requirements: Coping assemblies shall be in accordance with FM Construction Bulletin 1-49, Perimeter Flashing, and wind uplift classifications, FM Construction Bulletin 1-28S.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, and to provide ventilation.
- B. Prevent contact with materials during storage that may cause discoloration, staining, or damage.

1.07 WARRANTY

- A. Submit manufacturer's finish coating warranty for prefinished sheet metal.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Aluminum sheet: ASTM B209 Alloy 3003, temper as required for forming and performance, with factory-painted finish color, 24 gage indicated.
- B. Galvanized steel sheet: ASTM A526, G90 commercial quality or ASTM A527, G90, lock-forming quality, hot-dip galvanized steel sheet with 0.20% copper, mill phosphatized where indicated for painting, not less than 0.0396" (1 mm) thick, unless otherwise indicated.
- C. Fasteners: Provide same metal as sheet metal or other noncorrosive compatible metal recommended by sheet metal manufacturer. Match finish of exposed heads with materials being fastened.
- D. Bituminous coating: Solvent-type bituminous mastic.
- E. Metal accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material installed, non-corrosive, size and thickness as required for performance.
- F. Underlayment: ASTM D226, No. 15 Type I unperforated asphalt roofing felt.
- G. Slip sheet: FS UU-B-790, Type 1, Style 1b, rosin-sized building paper, 5 lb per square, single-ply.
- H. Roofing cement: ASTM D4586, Type 1, asphalt-based cement.
- I. Finish: Factory-applied "Kynar 500" PVF coating, or equal. Color: to match shingles as selected by manufacturer's full range of colors after award of Contract.
- J. Accessories: Prefabricated corners and fasteners.
- K. Manufacturer: Petersen Aluminum Corporation, or equal.
- L. Provide continuous cleats.
- M. Fabricate formed copings in accordance with Chapter 3, SMACNA "Architectural Sheet Metal Manual," 6th edition, 2003, and as shown on Drawings.
- N. Design and construct copings to prevent oil-canning effect in either vertical or horizontal surfaces of completed systems.
- O. Accessories: Provide minimum 5" (125 mm) joint covers, fasteners, and related materials. Completed system shall allow for anticipated movement and be watertight.
- P. Size and shape: As shown on Drawings.

2.02 REGLETS AND FLASHING

- A. Flashing type: "Springlok" metal flashing designed to be used with following reglets:
 - 1. Type SM, surface-mounted.
 - 2. Type MA, masonry, with 1-1/2" (38 mm) top flange.
 - 3. Type MA-4, concrete block, with 4" (100 mm) top flange.
 - 4. Type CO, concrete.
 - 5. "Windlok" clip for use with flashing for wind uplift control.
- B. Flashing: 24-gage (0.60 mm) aluminum.
- C. Reglet: 26-gage (0.45 mm) galvanized.

- D. Finish: Manufacturer's standard.
- E. Accessories: Provide as necessary, including prefabricated corners.
- F. Manufacturer: Fry Reglet, or equal.

2.03 SOFFIT PANEL

- A. Materials: 24 ga Steel.
- B. Type: As selected by Owner.
- C. Color: Match shingles.
- D. Manufacturer: Peterson Aluminum Corporation PAC-750 Soffit, or equal.

2.04 PREFABRICATED PIPE SEAL

- A. Spun aluminum base with 5" (125 mm) flange and PVC boot.
- B. Type:
 - 1. Uninsulated pipes from 1/2" to 2-1/2" (13 mm to 63 mm) nominal: PPS-3".
 - 2. Uninsulated pipes from 3" to 5" (75 mm to 125 mm) nominal: PPS-6".
 - 3. Uninsulated pipes from 6" to 10" (150 mm to 250 mm) nominal: PPS-12".
- C. Manufacturer: Pate Company "Pipe Seal." or equal.

2.05 PIPE FLASHING DEVICES

- A. One piece units that conform to metal building roof deck configuration and roof slope.
- B. Molded of weather resistant EPDM rubber with flexible aluminum ring base and stainless steel fasteners.
- C. Use for pipes from 1/4" (6 mm) to 24" (600 mm) diameter.
- D. -30°F to +250°F continuous temperature range.
- E. Manufacturer: Dektite.

2.06 MISCELLANEOUS FLASHING

- A. Type: Base flashing, counterflashings, roof penetration flashings, and miscellaneous flashings as shown on Drawings.
- B. Material: 24-gage (0.60 mm) same finish as adjacent construction.

2.07 ACCESSORIES

- A. Fastener: Stainless steel, aluminum, or galvanized steel. Finish exposed fasteners same as adjacent construction.

2.08 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Hem exposed edges on underside 1/2" (13 mm); miter and seam corners.

- C. Weld aluminum seams.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that roof openings, curbs, pipes, sleeves, or vents through roof are solidly set, and nailing strips located.
- B. Verify that membrane termination and base flashings are in place, sealed, and secure.
- C. Beginning installation means acceptance of existing conditions.

3.02 PREPARATION

- A. Field measure Site conditions prior to fabricating Work.
- B. Install starter and edge strips, and cleats before starting installation.
- C. Secure flashings in place using concealed fasteners where exposed to view.
- D. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

3.03 INSTALLATION

- A. Surfaces to receive sheet metal shall be plumb and true, clean, even, smooth, dry and free from defects and projections that might affect application. Installation of items not shown in detail or not covered by Specifications shall meet applicable requirements of SMACNA Architectural Sheet Metal Manual.
- B. Provide expansion joints as required to permit normal expansion and contraction of sheet metal work to prevent buckling and wrinkling.
- C. Neatly form seams straight throughout.
- D. Install flashings in manner to provide for expansion and contraction to provide weathertight joint and avoid straining of metal, joints, or fasteners.
- E. Surfaces to receive flashing shall be smooth, even, and free from defects. Remove dirt, mortar, and foreign objects from surfaces receiving flashing before installation.
- F. Drive nail heads flush with metal.
- G. Separate aluminum from contact with electrolytically dissimilar materials by 2 coats of alkali-resistant bituminous paint or zinc chromate primer on contact surfaces.
- H. Fasteners shall be compatible with type of metal fastened and capable of holding items securely in place.
- I. Where aluminum is to be installed directly on wood substrates, install course of slip-sheet and layer of underlayment.
- J. Separate sheet metal work from dissimilar metals, treated wood, and cementitious materials. Provide roofing felt underlayment and rosin-sized paper slip-sheet over treated wood surfaces.
- K. Provide bead of silicone sealant across lapped joints placed 1" (25 mm) from exposed edge of joint.

- L. Form copings and gravel stops from lengths 10'-0" (3 m) or less. Seal joint covers.
- M. Prefabricated roof curbs, equipment support rails, and pipe roller supports shall be set in place and securely fastened as shown on Drawings.
- N. Position and fasten pipe seals and pipe curb assemblies in place.

3.04 CLEANING

- A. Remove strippable film protection coating and clean exposed prefinished metal surfaces. Touch-up exposed edges and damaged coated surfaces with manufacturer's color matched touch-up paint.
- B. Clean exposed metal surfaces. Remove substances that may cause corrosion of metal and deterioration of finishes.

END OF SECTION

- 1) M. J. Palan
- 2)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants.
- B. Joint cleaner, primers and sealers.
- C. Sealant joint backing materials and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 60 00 - Flashing and Sheet Metal.

1.03 INFORMATIONAL SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each type of joint sealer and accessory material required.

1.04 ACTION SUBMITTALS

- A. Samples: Sealant colors.

1.05 QUALITY ASSURANCE

- A. Provide each type of joint sealer required produced by one manufacturer.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged and labeled containers.
- B. Store, handle and protect materials from damage or contamination from foreign materials in accordance with manufacturer's recommendations.

1.07 PROJECT CONDITIONS

- A. Apply joint sealants as late as possible in construction, preceding application of painting and following cleaning operations.
- B. Do not apply joint sealants during inclement weather conditions or when temperature is above or below manufacturer's limitations for installation.

1.08 WARRANTY

- A. Contractor and joint sealant applicator shall jointly warranty elastomeric joint sealants work for 2 years from date of final acceptance.
- B. Warranty shall include replacing joints which fail to perform as airtight; or fail in adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration and stain resistance or general durability.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Sherwin Williams.
- B. Pecora Corp.
- C. Tremco, Inc.

2.02 SEALANTS

- A. Elastomeric, single-component:
 - 1. Type: White Lightening.
 - 2. Color: Clear.
 - 3. Use: Sealant work unless specified otherwise.

2.03 SEALANT BACKING MATERIAL

- A. As recommended by sealant manufacturer; nonbonding to sealant and adjacent surfaces.
- B. Nonstaining and fully compatible with sealant material.
- C. Size: To fit joint width in compression, as recommended by backing manufacturer.
- D. Where joint design or depth will not permit use of backer rod, provide adhesive backed polyethylene bond breaker tape.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install joint sealer materials and accessories in strict accordance with manufacturer's installation instructions.
- B. Install sealant backer rod, except where recommended to be omitted by sealant manufacturer for application indicated. Use rod diameter that will cause compression when installed.
- C. Make joints watertight and airtight.
- D. Apply sealer materials using handguns or pressure equipment with proper nozzle size. Apply joint sealants in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of joint bond surfaces on both sides. Fill sealant rabbet to slightly concave surface, slightly below adjoining surfaces. At horizontal joints between horizontal surface and vertical surface, fill joint to form slight cove, so joint will not trap moisture and dirt. Hand tool and finish all joints.
- E. Apply bond breaker as required or as recommended by sealant manufacturer.
- F. Install joint sealants within recommended temperature ranges and to depths indicated or when not indicated, as recommended by sealant manufacturer.
- G. Protect adjacent surfaces from damage. Clean soiled surfaces immediately. Replace damaged material that cannot be properly cleaned with new materials.

3.02 SCHEDULE

- A. Calk nonmoving general interior joints with acrylic latex calk.
- B. Calk perimeter of bathtubs, backsplashes of kitchen and bathroom countertops with sanitary sealant.
- C. Install sealants at other locations shown, with sealant appropriate for application.

END OF SECTION

- 1) M. J. Palan
- 2)