

SECTION 09 BIDDING AND CONSTRUCTION PHASES

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Unless stated otherwise, the standards in this Facilities Design Manual (FDM) are directed to the Design Professional to incorporate into the Project.

09.01 GENERAL

A. REFERENCE ABBREVIATIONS

1. O-DP Sample Agreement Between Owner and Design Professional or executed Agreement
2. Sample Division 00 Document or executed Contract
 - a. IB Instructions to Bidders
 - b. GC General Conditions of the Contract
 - c. SC Supplementary Conditions
 - d. SPC Special Conditions

09.02 BIDDING PHASE

A. AGREEMENT BASIS

1. This phase of the Capital Planning Process is based on the sample Agreement for Architectural projects.
2. For this phase, the Engineering project version is identical to the Architectural project version.
3. This phase is normally not included in the sample Agreement for Special Services projects.
4. For a brief description of the sample Agreements for Architectural, Engineering and Special Services projects and their differences, see paragraphs under subsection 00.02 in FDM Part 1/[Sec 00 Introduction.pdf](#).

B. DESIGN PROFESSIONAL RESPONSIBILITIES

1. For responsibilities of the Design Professional, including those referenced under 09.02B, consult the sample Agreement for Architectural or Engineering projects at <http://www.fpm.iastate.edu/planning/projects/forms.asp> or, if the Project is active, the executed Agreement.
 - a. For general administrative responsibilities, see paragraphs under subsection 01.03 in FDM Part 1/[Sec 01 Working Relationships.pdf](#).
 - b. For general design phase responsibilities, see paragraphs under subsection 01.04 in FDM Part 1/[Sec 01 Working Relationships.pdf](#).
2. Consult with the Owner's Representative to identify bidding strategies, including alternates that protect the integrity of the budgeted construction cost (O-DP 2.4.4).
3. Prepare any required Addenda for issue by the Owner (O-DP-2.5.2).
4. Publish Bidding Documents that include Drawings, Specifications, Project Manual Cover Sheet, Table of Contents and all Addenda, in Adobe Portable Document Format (PDF) to the Owner's project web site.
 - a. Coordinate the printing and distribution of Bidding Documents and all Addenda with ISU Printing Services (515-294-4538).
5. Participate with the Owner in a pre-bid conference (O-DP 2.5.1).
6. Where the State Building Code Commissioner allowed issuance of completed Construction Documents for bidding prior to final review and approval, submit the Construction documents for final review, and pay plan review fees and base inspection fees (reimbursed by the Owner).
7. Obtain and forward letters of approval from the State Building Code Bureau and other applicable agencies to the Owner's Representative prior to the bid date of the Project (O-DP 2.4.7).
 - a. Publish approval documents to the Design tab > Code and Fire Marshal in Adobe PDF on the Owner's project web site.
8. Submit 1 certified, signed and sealed set of Bidding Documents in hard copy to the Owner's Representative prior to the bid date of the Project.
 - a. Together with appropriate Professional Consultants, place individual information blocks with certifications, sheet and page numbers certified, seals, signatures and dates on the original title page of the Bidding Documents (O-DP 2.4.8).

9. Submit 1 certified, signed and sealed copy of each Addendum in hard copy to the Owner's Representative prior to the bid date of the Project.
 - a. Place individual information blocks with certifications, sheet and page numbers certified, seals, signatures and dates on the original title page of each Addendum (O-DP 2.5.3).
10. Be present at the bid opening and assist the Owner in evaluation of the bids by writing a letter of recommendation to the Owner's Representative (O-DP 2.5.5).

C. OWNER RESPONSIBILITIES

1. For responsibilities of the Owner, including those referenced under 09.02C, consult the sample Agreement for Architectural or Engineering projects and the sample Division 00 Document at <http://www.fpm.iastate.edu/planning/projects/forms.asp> or, if the Project is active, the executed Agreement and the executed Contract.
 - a. For general administrative responsibilities, see paragraphs under subsection 01.05 in FDM Part 1/ [Sec 01 Working Relationships.pdf](#).
2. The Owner will publish project-specific Division 00 Bidding and Contracting Requirements to the Owner's project web site.
3. The Owner will approve the release of Bidding Documents to Bidders (O-DP 2.5).
4. The Owner will publish the Advertisement for Bids (O-DP 2.5).
5. The Owner will manage the issue and return of Bidding Documents (O-DP 2.5.4).
 - a. Printing and distribution will be by ISU Printing Services.
 - b. The Plan Holders List will be maintained by ISU Printing Services.
6. The Owner will reimburse the Design Professional for State Building Code Bureau plan review fees and base inspection fees.
7. The Owner will schedule pre-bid meeting(s) and tours.
8. The Owner will prepare bid tabulation sheets for the bid opening.
9. The Owner will designate parking for persons attending the bid opening (IB 17.1).
10. Receive and evaluate bids, investigate the ability of bidders to perform the Work, and reject bids or recommend award of contact(s). (IB 1.1; O-DP 2.5.5; IB 9.4; IB 15.1).
11. Send a Notice of Award letter to the successful bidder (IB 15.2).

09.03 CONSTRUCTION PHASE

A. AGREEMENT BASIS

1. This phase of the Capital Planning Process is based on the sample Agreement for Architectural projects.
2. The Engineering project version requires slightly different services.
3. This phase is normally not included in the sample Agreement for Special Services projects.
4. For a brief description of the sample Agreements for Architectural, Engineering and Special Services projects and their differences, see paragraphs under subsection 00.02 in FDM Part 1/ [Sec 00 Introduction.pdf](#).

B. DESIGN PROFESSIONAL RESPONSIBILITIES

1. For responsibilities of the Design Professional, including those referenced under 09.03B, consult the sample Agreement for Architectural or Engineering projects at <http://www.fpm.iastate.edu/planning/projects/forms.asp> or, if the Project is active, the executed Agreement.
 - a. For general administrative responsibilities, see paragraphs under subsection 01.03 in FDM Part 1/ [Sec 01 Working Relationships.pdf](#).
 - b. For general design phase responsibilities, see paragraphs under subsection 01.04 in FDM Part 1/ [Sec 01 Working Relationships.pdf](#).

2. Within 10 days of Contract Award, create Construction Set Documents with all addenda incorporated and publish to the Owner's project web site (O-DP 15.4.1).
 - a. Publish Drawings, Specifications, Project Manual Cover Sheet and Table of Contents in Adobe PDF for printing.
 - b. Publish Drawings in DWG format for use by the Contractor and the Owner.
 - c. Within 5 working days of each occurrence, revise and republish Construction Set Documents to the Owner's project web site to reflect changes made as a result of accepted Change Requests, submittals and supplementary documents issued to clarify design intent.
 - 1) Retain original drawing sheet and specification division/section designations on revised documents.
 - 2) Indicate history of drawing revisions in the title block.
 - 3) Indicate the most recent drawing change with a surrounding cloud tagged with a revision number.
 - 4) In revised specifications, shade new text and strike-through deleted text.
 - 5) Number new drawing sheets or specification sections appropriate to their position in the set.
3. Furnish 1 each of the following lists in hard copy to both the Contractor and the Owner's Representative no later than at the Preconstruction Meeting.
 - a. List of products that require submittals (SC 4.1)
 - b. List of products warranted over 1 year
 - c. List of products that require operation & maintenance manuals
4. In addition to advising and consulting with the Owner's Representative, act on behalf of the Owner within the limits set by the executed Agreement (O-DP 2.6.2.1; GC 4.2.1).
5. Visit the construction site at intervals appropriate to the stage of construction to perform the following functions (O-DP 2.6.2.2; GC 4.2.2).
 - a. Become familiar with the progress and quality of the Work.
 - b. Determine if the Work is proceeding in accordance with the Contract Documents.
 - c. Keep the Owner informed of the progress of the Work.
 - d. Endeavor to guard the Owner against defects and deficiencies in the work of the Contractor.
 - e. Within 3 working days after each site visit, publish a complete report of site observations to the Owner's project web site (O-DP 2.6.8).
6. With appropriate Professional Consultants, attend regularly scheduled and any special meetings with the Owner's Representative and the Contractor's representatives as required by the Project (O-DP 2.6.3).
 - a. Within 3 working days after each meeting, publish a report of meeting activities and decisions made to the Owner's project web site (O-DP 2.6.3).
7. Judge the performance of the Owner and Contractor concerning the execution or progress of the Work by the proper interpretation of the Contract Documents (O-DP 2.6.2.5; GC 4.2.5).
 - a. Render interpretations with reasonable promptness in good faith and within any time limit agreed upon that are consistent with the intent of, and reasonably inferable from, the Contract Documents.
 - b. Render recommendations in writing and/or in the form of drawings in good faith within a reasonable time that address a claim, dispute or other matter in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
 - c. Endeavor to secure faithful performance by, and not show partiality to, either the Owner or the Contractor.
8. Review the Contractor's submittals, such as shop drawings, product data and samples, with reasonable promptness so as to cause no delay in the Work and make approval decisions as specified (O-DP 2.6.2.6; GC 4.2.6).
 - a. For a description of the Submittal Process using tracked activities on the Owner's project web site, see FDM Part 1/Support Docs/[Submittal Process - Centric Project.pdf](#).

- b. Coordinate the review and incorporation of Owner comments on submittals requiring Owner review (SC 4.5).
 - c. For decisions on finish materials and color selections, review with, and obtain written approval from, the Owner's Representative before purchasing instructions are given to the Contractor.
 - 1) Provide the Owner's Representative with 2 sets of color schedules or charts for review.
9. Participate in the Change Request Process initiated by the Owner's Representative (O-DP 2.6.4).
- a. Change Requests are used almost exclusively by the Owner's Representative to revise the Contract Documents.
 - b. For a flow chart of the Change Request Process using tracked activities on the Owner's project web site, see FDM Part 1/Support Docs/[Change Request Flow Chart.pdf](#).
 - c. To initiate a change request proposal, complete the Proposed Contract Document Revision (PCDR) Form located at <http://www.fpm.iastate.edu/planning/projects/forms.asp>, and send the form to the Owner's Representative as an attachment to a tracked activity in the Owner's project web site.
 - 1) If a change request proposal is initiated by a team member other than the Design Professional, the Owner's Representative will transfer the tracked activity to the Design Professional to complete the "Contract Change Language" section of the form and, within 5 days of receipt, transfer the tracked activity back to the Owner's Representative with a written recommendation and the completed PCDR as an attachment.
 - 2) If the Owner's Representative discovers inaccurate or incomplete information, the PCDR form will be returned to the Design Professional for correction.
 - d. When the proposed change request is approved by the Owner's Representative, a Change Request will be initiated as described in the Change Request Process located in FDM Part 1/Support Docs/[Change Request Process – Centric Project.pdf](#).
 - 1) Participate in the Change Request Process as described in this document.
10. With the Owner's Representative, approve the Schedule of Values submitted by the Contractor (SC 2.5).
11. Based on site observations and the Contractor's application for payment, recommend to the Owner's Representative approval or rejection of amounts owed to the Contractor and certify payment of the approved recommended amounts (O-DP 2.6.2.4; GC 4.2.4).
12. To the extent caused by the Design Professional, pay the applicable portion of the fee for any State Building Code Bureau follow-up inspection (see SPC).
13. With the Owner's Representative, conduct on-site observations to determine dates of Substantial Completion and Final Completion (O-DP 2.6.2.7; GC 4.1.7, 4.2.7).
14. With appropriate Professional Consultants, develop and submit to the Owner's Representative a punch list of contract items to be completed or corrected (O-DP 2.6.5).
15. Receive from the Contractor and verify that the guarantees, warranties and related documents required by the executed Contract are accurate and complete, and forward them to the Owner's Representative at Substantial Completion (O-DP 2.6.2.7; GC 4.2.7).
16. Assist the Owner's Representative to establish appropriate warranty and commencement dates for various items of mechanical, electrical and conveying equipment (O-DP 2.6.5).
17. Advise the Owner's Representative when the Work is complete and in compliance with all requirements of the Contract Documents (O-DP 2.6.2.7; GC 4.2.7).
18. With appropriate Professional Consultants, be present to observe the start-up and/or operation of all building systems that are part of the Work and participate in the presentation of operating and maintenance instructions to the Owner's maintenance personnel as required by the executed Contract (O-DP 2.6.6).
- a. Similar and added requirements are defined in the "Operational Phase" of the sample Agreement for Engineering projects.
 - b. Within 3 working days after each site visit, publish a complete report of building system start-up and operation observations to the Owner's project web site (O-DP 2.6.8).

19. Publish Record Documents (Drawings and Specifications) to the Owner's project web site within 30 days following the delivery of the Contractor's Project Record Documents to the Design Professional (O-DP 8.1).
 - a. Incorporate into the Construction Set Documents all changes identified in the Contractor's Project Record Documents made as a result of accepted Change Requests, submittals, supplementary documents and other noted changes.
 - b. Remove all references to interim revisions (cloud, shading and strike-through) except for the history of drawing revisions in title blocks.
 - c. Label the resulting documents as "Record Documents".
 - d. Publish the following files to the Owner's project web site.
 - 1) Publish drawing files in Adobe PDF.
 - 2) Publish drawing files in DWG format along with reference files, font files, color table files (.ctb) and plotter control files (.pc3).
 - 3) Publish specification files in Adobe PDF.
 - e. If drawings files were created using Autodesk Revit, submit the RVT file on compact disk and publish all sheet files in Adobe PDF to the Owner's project web site.
 - f. Final payment to the Design Professional will not be made until the Owner's Representative has verified the following to be true.
 - 1) The Record Documents are accurate and complete.
 - 2) Objects, if used, have been retained in the files.
 - 3) DWG files printed by the Owner look identical to the PDF files published by the Design Professional.
20. Upon request during the warranty period, assist the Owner's Representative to resolve Project-related issues such as, but not limited to, warranty claims, project design and system performance.
21. With appropriate Professional Consultants, accompany the Owner's Representative on a post-occupancy and warranty review scheduled by the Owner's Representative (O-DP 2.6.7; SC 8.6.3).
 - a. This activity is normally replaced by requirements defined in the "Operational Phase" of the sample Agreement for Engineering projects.
 - b. Within 3 working days after each site visit, publish a complete report of post-occupancy and warranty observations to the Owner's project web site (O-DP 2.6.8).

C. DESIGN PROFESSIONAL RESPONSIBILITY EXCLUSIONS

1. The Design Professional will not be responsible for, nor have control of, nor be in charge of the following construction related operations (O-DP 2.6.2.3; GC 4.2.3).
 - a. Construction means, methods, techniques, sequences, or procedures
 - b. Safety precautions
 - c. Programs in connection with the Work
 - d. The Contractor's failure to carry out the Work in accordance with the Contract Documents
 - e. Acts or omissions of the Contractor, subcontractors, their agents or employees or any others performing the Work
 - f. Acts or omissions of the Owner's Representative during the Construction Phase (O-DP 2.6.9)

D. OWNER RESPONSIBILITIES

1. For responsibilities of the Owner, including those referenced under 09.03D, consult the sample Agreement for Architectural or Engineering projects and the sample Division 00 Document at <http://www.fpm.iastate.edu/planning/projects/forms.asp> or, if the Project is active, the executed Agreement and the executed Contract.
 - a. For general administrative responsibilities, see paragraphs under subsection 01.05 in FDM Part 1/ [Sec 01 Working Relationships.pdf](#).

2. The Owner will award, and provide administration of, the Construction Contract (O-DP 2.6; GC 4.1.1; SC 1.2.1).
3. The Owner will furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project (GC 2.1.1).
4. The Owner will furnish special construction/testing services deemed necessary by the Owner or by the Design Professional with appropriate professional reports or recommendations (O-DP 3.5, 3.6).
5. Except for permits and fees which are the responsibility of the Contractor under the executed Contract, the Owner will secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities (GC 2.1.2).
6. The Owner will purchase and maintain Builder's Risk Property Insurance, boiler insurance, machinery insurance and will file a copy of all property insurance policies with the Contractor (GC 11.2.1; SPC 2.2.1, 2.2.2, 2.2.4).
7. The Owner will provide the Contractor, free of charge, copies of Drawings and Project Manuals as reasonably necessary for the execution of the Work (GC 2.1.4).
8. The Owner will to review and document existing conditions with the Contractor and mark existing university owned and operated utilities (SC 5.3, 5.7.1).
9. The Owner will issue keys, access cards and gate cards to the Contractor (SC 5.5.1, 5.5.2).
10. The Owner will designate and approve the Contractor's use of off-site storage areas (SC 5.9.1, 5.9.4).
11. The Owner will furnish and install identification signs for the Project and approve other Contractor identification signs (SC 5.10.1).
12. With the Design Professional, the Owner will review the Construction Schedule submitted by the Contractor (SC 3.1).
13. With the Design Professional, the Owner will approve the site staging plan submitted by the Contractor (SC 5.2).
14. The Owner will furnish the Contractor with Iowa Construction Sales Tax Exemption Certificates and authorization letters for use on the Project (GC 3.6.2).
15. Unless project phasing prevents completing abatement, the Owner will normally remove hazardous materials from the project site before construction begins (O-DP 2.1.11).
16. The Owner will Identify and evaluate materials and products with hazardous substances and furnish a list of known hazardous chemicals within the project site and suggestions for appropriate protective measures to the Contractor (GC 10.2.1.1; SC 8.1, 9.7.1).
17. Upon request by the Contractor, the Owner will furnish containers for the disposal and/or recycling of electrical products that contain polychlorinated biphenyl (PCB) and collect the containers at a location designated by the Owner (SC 10.3.1).
18. The Owner will coordinate Owner initiated construction or operations with the Contractor and take responsibility for cutting and patching as described for the Contractor in GC 3.14 (GC 6.1.3, 6.2.6).
19. The Owner will schedule and attend all project meetings with the Design Professional and Contractor, including, but not limited to, the Preconstruction meeting and Construction Project Meetings at least once each month (SC10.1.1, 10.1.2).
20. The Owner will provide information and services under the Owner's control with reasonable promptness to avoid delay in the orderly progress of the Work (GC 2.1.3).
21. The Owner will authorize all changes and issue all Change Requests.
22. The Owner will prepare written amendments to the Contract (GC 4.1.6).
23. The Owner will administer the process of payments to the Contractor for the performance of the Contract (GC 4.1.3, 9; SC 6).
24. The Owner will review the following submittals (SC 4.5).
 - a. Division 07 – Roofing
 - b. Division 08 – Door Hardware

- c. Division 08 – Doors and Frames
 - d. Division 15 – Fire Protection and Sprinkler Drawings
 - e. Division 16 – Fire Alarm and Communication Systems
25. To the extent caused by the Owner, pay the applicable portion of the fee for any State Building Code Bureau follow-up inspection (see SPC).
 26. The Owner will prepare a Certificate of Substantial Completion (GC 9.6.2).
 27. With the Design Professional, the Owner will, inspect the Work and, if the Work is complete and in compliance with the Contract Documents, the Owner will issue a Notice of Acceptance (GC 9.8.1).
 28. The Owner will refrain from occupying finished space until after receiving a Certificate of Occupancy issued by the State Building Code Bureau.
 - a. Where partial occupancy of a building is needed, the Owner will request the State Building Code Bureau to issue either a partial Certificate of Occupancy or a temporary Certificate of Occupancy as appropriate (see SPC).
 29. The Owner will make final payment to the Contractor upon compliance with the requirements of the Contract Documents (GC 4.1.7).
 30. The Owner will notify the Contractor to do work covered by the project warranty (SC 8.6.2).
 31. With the Design Professional, the Owner will schedule and perform a post-occupancy and warranty review (SC 8.6.3).

END OF SECTION 09 BIDDING AND CONSTRUCTION PHASES