

Scott County Administration-Purchasing Division

REQUEST FOR QUOTATION
Scott County Requisition No. 19506
Bidders need to complete and submit this form.

Submission Date: 3/9/2020	No Later Than: 10:00 a.m.
----------------------------------	----------------------------------

Qty	Description
	Scott County Emergency Management and Scott County Facility and Support Services are seeking Architectural and Engineering Services for design of a new non-portable well.
	Background Information, Services needed, Project Timeline, Requirements are attached. Also included: Attachment A and Attachment B.
	Pre-RFP conference March 2, 2020, 9:00 a.m., Scott County EOC, 1100 E. 46 th St, Davenport, IA 52807, highly encouraged to attend.
	Responses are to be returned to www.publicpurchase.com
	price quotation good for 60 days
	Delivery Included
	From time to time it may be necessary to change or modify a request for purchase. If you have received this request from any other source other than direct fax or email from Scott County, it is your responsibility to check for updates and/or changes to the request. If you would like to receive automatic updates please register your company in our vendor data base by using our website, www.scottcountyiowa.com

Scott County reserves the right to accept the bid from the lowest responsible bidder.

Quote submitted by:

Released by:
(Scott County Use Only)

Name

Date: 2/25/2020

Title

Time: 9:00 a.m.

Company

Date

PLEASE NOTE:
Bidders must provide an estimated delivery date in their bid response!

Company Contact Information:	Phone:
	E-Mail:

“By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.”

REQUEST FOR PROPOSALS- DESIGN SERVICES
Scott County Emergency Management
Scott County Iowa

At the direction of the Scott County Emergency Management Board (EMA), Scott County Facility and Support Services (FSS) is seeking proposals from architectural and engineering firms. Scott County EMA intends to contract with a qualified firm to provide architectural / engineering services for the design of a new non-potable well with a target capacity of 220 gpm, including pressure tank cross connects to support the main potable water delivery system, and controls for connection to the boiler room for heating water and chilled water purposes as well as connection to the irrigation systems. Permitting is anticipated to include water withdrawal permit through IDNR and non-potable well construction through Scott County. This well will be certified as non-potable and will provide water in an emergency situation when access to local water utility services is unavailable.

Project Scope will include alternate pricing pending discussion with local water supplier regarding provisions to certify well as potable in emergency situations.

Firms may express interest and request consideration by making submittal to the Scott County Facility and Support Services Department as outlined herein.

1.0 BACKGROUND INFORMATION

During the flooding of 2019 it was identified that Scott County was at significant risk of losing waste water treatment and the community's only potable water source. The impacts would have been catastrophic for 80.4% of Scott County residents. Potable water management and waste water treatment are closely connected at high Mississippi River levels. Due to the location of the potable water plant, it is at risk of being under water if the river reaches 29 feet. An additional risk, due to the plant location, is the inundation of waste water into the potable water treatment plant if Mississippi River levels reach 23.5-24 feet; the point the waste water plant is flooded and unable to operate. The loss of potable water would have forced our healthcare partners to utilize tanker trucks to supply water for all federally identified Centers for Medicare & Medicaid Services (CMS) facilities. This project provides a "standby" water well project for Genesis Medical Center, East Campus to provide their facility a non-potable water supply.

2.0 ARCHITECTURAL SERVICES

The Scott County EMA Board has appointed the Scott County Facility and Support Services Department as project manager for this project. As such, FSS intends to retain a qualified firm to provide full service architectural and engineering services from initial assessment, design through construction completion. Services required include, but may not be limited to:

- 1) Detailed architectural planning to determine needs and in support of the preparation of an architectural programming document;
- 2) Architectural services for the following phases:
 - a. Conceptual design
 - b. Schematic design
 - c. Design development
 - d. Construction document preparation

- e. Provide plans in electronic format for use by owner
- 3) Engineering services in support of design, including but not limited to:
 - a. Civil/site
 - b. Structural
 - c. Mechanical
 - d. Electrical
- 4) Construction Contract Administration including but not limited to:
 - a. Design intent interpretation
 - b. Change order administration
 - c. Submittal administration
 - d. Pay application and lien waiver administration;
 - e. Inspection of work, attendance at progress meetings;
 - f. Generation of punch lists, corrective work notices, etc.
 - g. Serve as owner's representative and protecting owner's interests;
 - h. Other tasks typically associated with the architectural administration of
- 5) Value Management
 - a. Design firm shall demonstrate value management ideals throughout the design and construction process;
 - b. Offer design alternatives and work with owner to evaluate and chose amongst alternatives;
- 6) Cost Estimation Firm shall provide project cost estimates at several project milestones including
 - a. Pre-design, 100% of Construction Documents (pre-bid)
 - b. Firm shall evaluate proposals for additional work throughout to protect owner from undue expenses and change orders costs.
- 7) Facilitation of meetings to accomplish above tasks;
- 8) Preparation of meeting agendas, minutes and action items for meetings in support of above tasks;
- 9) Site Access and Security – develop guidelines and construction strategies to allow for contractor access to the work areas while maintaining a safe environment for employees and public visiting the building, ensuring building integrity and facility security.
- 10) Bidding Services –listing of the project with plan rooms and listing services, conduct pre-bid meetings as necessary, answer prospective contractor questions and issue addenda as required, assist with evaluating bids and making approval recommendation.
- 11) Project Contract Administration – Prepare contract documents (AIA standard contracts), provide design intent interpretation, review and approve pay requests, answer contractor questions, attend contractor progress meetings, manage change requests, requests for information and supplemental instructions, provide close-out services including punch list preparation, coordination and ensure completeness of project documentation and final project acceptance.

3.0 PROJECT TIMELINE

Facility and Support Services intends to deliver a finished project with the following tentative timeline for project milestones:

- RFP Deadline March 9, 2020 10:00 am CST
- Board Approval – design contract March 19, 2020
- Pre Architectural Work logistics, Budgeting, and design Work/ Construction Documents March 20 - April 24, 2020
- Project Bidding April 27 - May 15, 2020
- Board Approval of Bids May 21, 2020
- Construction Contract Awarded May 22, 2020
- Construction Work Completed on or before June 26, 2020

4.0 PROJECT BUDGET

This phased project has an estimate project budget of \$556,500,00 which includes all aspects of the project including design fees, reimbursable fees- if any, permit fees, and construction services. The budget is established as a “not-to-exceed” figure for the complete project and is intended for budget and funding purposes only. Every effort will be made to contain costs and deliver the project under budget once the final scope of work is determined.

5.0 PROJECT PRE-RFP CONSULTANT CONFERENCE

Scott County FSS will host a pre-RFP Conference on March 2, 2020 at 9:00 a.m. in the JIC conference room at Scott County EOC, 1100 E 46 St, Davenport, IA 52807.

This meeting will provide the opportunity to clarify the project scope, the RFP for design services requirements, and ask questions related to the project.

Firms that plan to submit a proposal are highly encouraged to attend this meeting.

6.0 PROPOSAL REQUIREMENTS

Interested design firms must submit a proposal as outlined herein addressing all services, timeline and fixed fees to accomplish the intended project. Proposals should include (at minimum) the following information:

- a) Firm Information – Name of design firm, description of capabilities, business aliases (if any), principles/owners, location(s), current licensing and contact information including telephone and e-mail address.
- b) Qualifications pertaining to this project – examples of similar project work performed in the past 5 years and expertise of proposed staff. Designate design staff with professional resume(s) specific to the project.
- c) Firm capacity – indicate the capacity of the firm to deliver described project according to the proposed project timeline and budget. Express any concerns regarding same. Include revised timeline if necessary.
- d) Fixed Fee proposal – provide **fixed fee** proposal for all A/E services outlined herein with respect to the proposed budget, project description and timeline. Outline any and all costs that would be considered “reimbursable” for this project and provide an estimate of additional reimbursable expenses for the project. Include with fixed fee proposal a preliminary range of expected construction costs for project as a basis for your fee proposal.
- e) Project Timeline – information pertaining to expected duration of design and

- construction work- if different from outline above.
- f) References – provide at least four professional references with at least two pertaining to similar projects and/or similar type of constructed buildings. Include current contact information for references to include contact name, address, telephone and e-mail.

7.0 PROJECT SUBMISSION DEADLINE

Submissions must be received by www.publicpurchase.com, **no later than March 8, 2020 at 10:00 a.m. CST.**

8.0 SUBMISSION REQUIREMENTS

RFP submissions must be via Public Purchasing at www.publicpurchase.com. Registration is required, however Scott County EMA does not require you to select a subscription service of any type, nor will Scott County EMA be responsible for any costs incurred if you opt for any type of subscription other than the “free” selection. Questions regarding Public Purchasing should be directed to them through their chat feature.

Verification of receipt may be made to the purchasing office at 563-326-8793. Please note that office hours conclude at 4:30pm sharp! Submittal and verification should be made well in advance of the deadline to avoid late delivery.

Scott County EMA is not responsible for any delivery delays or logistical issues including but not limited to: internet delays or interruptions, computer failure, strikes, weather delays, etc.

Proposals received after the deadline will not be considered. Incomplete proposals that do not fully address this RFP will be considered non-responsive and will not be considered.

9.0 INAPPROPRIATE CONTACT PROHIBITED

Do not attempt to contact or respond to any staff or officials of Scott County, Scott County EMA, or Genesis Medical Center, outside of this RFP selection process. Any attempt to circumvent or influence the selection outside this process, whether intentional or incidental will be considered as grounds for disqualification of the submission.

10.0 SELECTION CRITERIA

The following attributes and requirements will be the primary criteria for selection for this RFP process:

- ◆ Ability to meet or exceed the proposed timeline;
- ◆ Similar work history;
- ◆ References;
- ◆ Past project performance;
- ◆ Fee proposal

11.0 FORM OF CONTRACT

The form of contract for this professional services engagement shall be standard AIA contract, provided by the Design Professional with the specific terms, provisions and scope of work mutually

agreed by Scott County EMA and the Design Professional. Contract shall stipulate a firm, fixed fee cost for design based upon the proposal outlined herein, and any site visits and preliminary discussion with the owner.

By submitting proposal for this project, the Design Professional explicitly agrees to the inclusion of the terms in the sections following, INSURANCE REQUIREMENTS and DISPUTE RESOLUTION / LEGAL HOME

12.0 SCOTT COUNTY EMA INSURANCE REQUIREMENTS

The Design Professional and all Professional Consultants shall maintain insurance for the duration of the Project or statute of limitations in effect at the time of the execution of this Agreement, whichever is longer in such amounts and types as required below. The insurance required shall be obtained from a company(ies) licensed to do business in the state of Iowa and hold a current financial rating from A. M. Best of no less than A-, financial size VII. The required minimum liability limits may be met through either the primary policy(ies), or a combination of primary and excess or umbrella policies.

- A. Insurance coverage required:
 - a. Workers Compensation and Employer's Liability: Coverage A – State of Iowa Statutory Benefits. Coverage B - \$500,000 each accident; \$500,000 disease each employee, and \$500,000 disease policy limit.
 - b. Commercial General Liability (ISO 1998 or later/equivalent form) covering all work and operations under the Agreement with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - c. Automobile Liability of no less than \$1,000,000 each accident and annual aggregate, covering owned, leased, hired, non-owned, and employee non-owned vehicles.
 - d. Professional Liability of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage should be on a claims made basis.
 - e. Umbrella Liability of no less than \$1,000,000 per occurrence providing excess of the General Liability, Automobile Liability and Employers Liability.
- B. The above liability insurance policies, with the exception of Professional and Workers Compensation coverage, shall name two entities: Scott County and the Scott County Emergency Management Board of as additional insureds.
- C. The Design Professional shall waive subrogation rights against Scott County and the Scott County Board of Supervisor for any claim paid or payable by any of the above-required insurance policies.
- D. Neither the Owner, nor any additional insured required to be so named under this Agreement shall participate in any policy deductible or retention for claims. Any such deductible or retention shall be the sole responsibility of the Design Professional.
- E. Certificate Holder address shall be as follows:

Scott County Emergency Management Agency
1100 E 46 St
Davenport, IA 52807

13.0 GENESIS MEDICAL CENTER INSURANCE REQUIREMENTS

See Attachment B

14.0 GENESIS MEDICAL INSURANCE GENERAL CONDITIONS OF CONTRACTS FOR CONSTRUCTION AND / OR REMODELING (06/01/2019)

See Attachment A

15.0 RESERVED RIGHTS

Scott County EMA reserves the right at any time and for any reason to cancel this RFP, to reject any and/or all submittals, to disqualify any submission deemed to be unresponsive or that fails to meet the requirements of this solicitation. Scott County EMA may seek clarification with regards to a submittal at any time; failure of a prompt response may also be cause for rejection. Scott County EMA may require submission of best and final offers.

The decisions and interpretations of Scott County staff and the Scott County EMA Board are final and are not subject to appeal.

Questions about the submittal specifications should be directed to the Public Purchasing Website, which allows all submitting entities the ability to see all questions and answers.

16.0 DISPUTE RESOLUTION / LEGAL HOME

Although it is the policy and practice of Scott County EMA and Scott County FSS to maintain positive relationships with all vendors doing business with the County, sometimes disputes do arise. Scott County EMA intends to do everything possible to satisfactorily resolve disputes before they escalate or harm the contractual relationship.

The Design Professional agrees to submit to the use of alternative dispute resolution (ADR) to resolve any disputes with the owner prior to the filing of litigation or threatened litigious actions. Mediators or other ADR professionals shall be selected via mutual agreement.

Further, the design professional agrees that, should ADR fail to reach a final resolution that any litigation regarding this project between owner and design professional shall be contested in the State of Iowa and initiated in the County of Scott.

**GENESIS HEALTH SYSTEM
DAVENPORT, IOWA
GENERAL CONDITIONS OF CONTRACTS
FOR CONSTRUCTION AND/OR REMODELING (6/1/19)**

1. Contractors must comply with all medical center safety policies, OSHA regulations, applicable NFPA codes, applicable building codes, regulations set forth by the local authority having jurisdiction, EPA regulations, Davenport wastewater treatment plant requirements, governing State DNR regulations, AIA Guidelines and the Genesis Health System Contractor Safety Program.
2. Contractor must keep copies of MSDS's on the job site for all chemicals brought onto hospital property. The Genesis Project Manager will provide the contractor's representative with copies of MSDS's for all chemicals the contractor's employees may normally be exposed to during the routine performance of their work in the applicable hospital departments or areas.
3. In occupied areas, acoustical ceiling tile and "Alcan" metal ceiling panels removed for installation of work must be replaced per the Ceiling Tile Removal/Replacement Policy effective 3/07 and revised 3/13. All acoustical ceiling tiles must be clean, properly seated down into T-bar supports and free of cracks and chips when replaced. Alcan panels should be clean, firmly snapped back into place and ends in line with the adjacent panels. Soft cotton gloves should be worn when handling Alcan ceiling panels.
4. All smoke and fire partition and corridor wall penetrations required for the work shall be indicated on a drawing and approved in advance by the Genesis Project Manager. All such penetrations shall be sealed properly per U.L. listing as required by NFPA 101, Life Safety Code, after that portion of the work that created the penetration is completed. Upon completion, the contractor or representative will sign and date the wall or floor surface within 6" of the sealed penetration. All contractors must comply with Genesis Medical Center's "Fire Barrier/Smoke Wall Penetrations" Policy, effective 1/1/05 and revised 9-1-17. Violators of this policy will be fined \$500.00 per penetration.
5. A \$500.00 fine will be assessed to the contractor as reimbursement for the medical center's expenses incurred in responding to any fire alarm caused by the contractor's personnel's negligence or failure to follow hospital policy for Fire Alarm False Alarm Prevention effective 11/1/05 and revised 7/1/15 outlining procedures for taking fire, sprinkler water flow, or smoke detection devices out of service prior to beginning their work. Any such devices must be returned to service as soon as practical after the work is

completed but no later than the end of the work shift. The medical center's smoke detectors are activated by "products of combustion" and can be activated by fumes and gases not visible to the eye in addition to dust. No burning, soldering, brazing, welding, painting, sanding, use of aerosols, glue sealant or adhesives should be attempted without first taking smoke detectors in the work area out of commission. **NOTE: The Life Safety Code, NFPA 101-1997, Section 7-6.1.8 and Section 7-7.6, requires that the municipal fire department is to be notified (or applicable emergency forces group) and a fire watch is provided whenever an approved fire alarm or automatic sprinkler system is taken out of service for more than four hours in a 24-hour period in an occupied building. Any and all work stated above must be coordinated with the Genesis Project Manager and Genesis Security.**

6. Contractor must arrange for appropriate ventilation and obtain advance approval from the Genesis Project Manager prior to the use of any chemical product, which may produce offensive or noxious fumes. (i.e. solvents, paints, glues, caulk, sealant, etc.)
7. Good housekeeping practices must be observed. All work areas must be swept at least daily and refuse removed. Public areas must be swept and vacuumed daily or as needed. Carpet runners must be supplied and used to prevent dust from the work area being tracked onto floors in the adjacent areas. Negative air pressure will be maintained in construction areas. Return air ducts must have filter media in place. Infection risk factors will be assessed prior to the start of a project and the appropriate infection control construction permit will be issued. All contractors must comply with Genesis Medical Center's "Infection Control Risk Assessment (ICRA)-Construction" Policy, effective 1/1/02 and reviewed 7/31/18. Violations of this policy will be fined \$50.00 - \$500.00 per violation. The amount of each fine will be determined by the Genesis Medical Center's Engineering, Maintenance & Construction Manager or his representative. Refer to the ICRA Policy for additional information.
8. Contractor will supply all required materials, tools and equipment for the work, including stepladders, wet-dry vacuums, etc. No medical center materials, tools or equipment are to be borrowed without advance approval of the Genesis Project Manager. A fee may be charged to the contractor for the use of such materials, tools and equipment.
9. All materials and workmanship shall be guaranteed for a period of one year after the date of final completion and acceptance by the owner.
10. Two copies of "As-built" drawings acceptable to the owner must be supplied showing all work "as installed" prior to final payment. Critical covered or buried services shall be located by dimension to immovable

structural element. If colored coding is used for clarity, all copies must be identical.

11. All contractors' personnel must obtain I.D. badges from the Engineering, Maintenance & Construction department or Security and wear them at all times while working inside any of the medical center facilities.
12. Contractors will park in the area designated by the Genesis Project Manager.
13. All outside contractors, vendors, architects, engineers, etc. must contact the Engineering, Maintenance & Construction department before entering the Plan Rooms.
14. Gang boxes, trailers and other storage facilities, if required, shall be placed as directed by the Genesis Project Manager.
15. No smoking or use of tobacco products is allowed on Genesis Medical Center Facility property.
16. Telephones in the Engineering, Maintenance & Construction department are not to be used by contractors' personnel. Use of mobile phones or radios is prohibited within three feet of medical equipment.
17. Contractor is to obtain and provide all required permits and licenses. Upon project completion contractor shall submit to the owner a copy of the "Occupancy Certificate" from the appropriate agency. In addition, all permits, certifications and test results shall be submitted to the owner prior to final payment. See "**Attachment 1**" dated 6/1/19 for the list of the medical center's requirements.
18. Contractor is to carry general liability and workman's comprehensive insurance in amounts satisfactory to owner. Certificates of insurance shall be furnished to the Genesis Project Manager prior to starting any work on site.
19. All conduits, pipes, boxes, etc. shall be identified in a manner acceptable to the owner and in accordance with all applicable codes.
20. Contractors must obtain advance approval from the Genesis Project Manager for any work on roofs. Proper roof protection must be provided and any subsequent damage will be repaired by the owner at the contractor's expense.
21. All subcontractors shall be approved by the Genesis Project Manager.

22. All contractors/subcontractors shall comply with the Genesis Construction Safety Program per the Construction Safety Program policy effective 4/99 and revised 3/13. Contractors shall take the electronic Safety Program exam annually through Eastern Iowa Community College. Upon successful completion present the certificate to the West Campus EMC secretary and receive a hard hat sticker.
23. Two copies of operation, maintenance and recommended spare parts manuals shall be furnished prior to final payment.
24. Boiler room, chiller room and other equipment room doors shall be kept closed and not propped open except when equipment, tools and materials are being moved in or out.
25. Owner's staff shall be trained on the start-up, operation and maintenance of all equipment installed. Such training shall be documented on Engineering, Maintenance & Construction department "Inservice/Training" documentation sheets. Engineering, Maintenance & Construction personnel must be present during start-up of any equipment. All training must be coordinated and scheduled with Engineering, Maintenance & Construction. The Genesis Project Manager will provide the contractor with name(s) of appropriate Engineering, Maintenance & Construction personnel.
26. Smoke and flame spread ratings of all materials installed shall be in accordance with NFPA 101 and certificates provided to the owner prior to final payment.
27. All contractors shall ensure temporary construction partitions are smoke and dust tight and built of noncombustible materials that will not contribute to the development or spread of fire as indicated in the contract documents or as directed by the Genesis Project Manager. Smoke and fire partitions shall be installed "deck-to-deck" with ratings as required by NFPA 101. Any visqueen used must be fire retardant. Temporary construction barriers shall be constructed and provided with adequate signage to discourage casual observers from opening or entering the construction area.
28. All work must be installed in accordance with NFPA Codes including 50, 101, 99, 13, 70, 30; Uniform Plumbing Code; International Mechanical Code; National Electric Code, International Building Code and the appropriate State and City codes and ordinances.
29. Contractor's employees may use medical center rest room facilities and cafeteria if approved by the Genesis Project Manager.

30. A project schedule must be submitted with the bid based on normal (8) hour work shifts and (40) hour workweek.
31. All salvage materials removed during a project shall become the property of contractor, unless specified otherwise by contract documents. Salvage materials will be removed from the premises by the contractor and disposed of in accordance with all applicable codes and regulations.
32. All applicable sales tax and use tax shall be included in the bid amount.
33. The ILSM (Interim Life Safety Measures) are implemented, monitored and documented so that the level of life safety is not diminished in any occupied area and a safe environment is maintained throughout construction of or alteration to buildings or grounds in accordance with NFPA 101 – 2000 Life Safety Code (LSC). A daily checklist form, which indicates compliance, shall be obtained from owner and must be submitted to the owner on a weekly basis. All contractors must comply with Genesis Medical Center's "Life Safety Measures, Interim" Policy, effective 5/1/01 and revised 6/1/19.
34. No remodel, construction or demolition projects are to be started prior to the area being surveyed for potential asbestos containing materials by the Genesis Project Manager, who will make the determination as to what, if any, abatement procedures need to be initiated. Any required abatement shall be performed in accordance with the Genesis Medical Center's "Asbestos Control" policy effective 4/1/95 and revised 3/13.
35. Contractor's personnel shall assist in maintaining a medical center environment which is quiet and respectful of the stressful conditions the patients and their families and friends are experiencing by:
 - a. Refraining from playing radios too loud on the job site. (No radios are allowed in or adjacent to patient care areas).
 - b. Refraining from yelling or using profane language.
 - c. Wearing work clothing appropriate to the medical center environment. (i.e., no tee shirts/tank tops with vulgar or inappropriate sayings or pictures)
36. The Engineering, Maintenance & Construction department has implemented and will maintain a permit required confined space entry procedure and rescue plan to protect all Genesis Medical Center staff and outside contractor's employees from hazards in potentially dangerous confined spaces. Refer to the Confined Space Entry Policy effective 6/1/09 and reviewed 10/1/18 for details on identifying a confined space and the steps required to obtain a confined space entry permit.

37. Hardhat stickers must be worn at all times while on any Genesis Medical Center Facility job site. Contractor's employees who fail to observe the safety policies or these general conditions of contract will be disciplined according to the GHS Disciplinary Plan as set forth in "Attachment 2" and/or be subjected to removal from the job site if requested by the Genesis Project Manager.
38. Utility System or Equipment Shutdown Request – One (1) week notice is required for facility –wide utility shutdowns. A minimum of three (3) days notice is required for major equipment or partial utility system shutdowns. Shutdown request forms must be submitted to and approved by the Genesis Project Manager then forwarded to Engineering, Maintenance & Construction for final approval.
39. All dampers to be installed as part of new construction shall be accessible for routine inspection and maintenance. When existing to remain, inaccessible dampers are discovered it shall be brought to the attention of the Project Manager for remedy per the "Dampers – Accessibility" Policy effective 1/1/02 and revised 7/1/17.
40. It is the contractors/subcontractors responsibility to comply with all Genesis Medical Center Policies referred to in these "General Conditions for Construction and/or Remodeling." Copies of the policies referenced herein are available upon request.
41. All new, remodeled or major repaired potable water systems must be disinfected prior to use per the Potable Water System Disinfection policy effective 1/1/05 and revised 6-1-19. Test results as set forth in the policy shall be submitted to and approved by the Genesis Project Manager before systems is put back into public use.
42. If a moisture situation is identified contractors/subcontractors shall notify the Genesis Project Manger immediately so proper action can be taken per the Moisture Management policy effective 1/1/05 and revised 5/31/19.
43. Genesis Health System has mandated all staff and contractors (including subcontractors and vendors) be vaccinated for influenza yearly as a condition of employment. Documentation of immunizations shall be maintained by the contractor/subcontractors and presented to Genesis upon request.

Note: The term "Project Manager" as used in this document is the owner's designated contact person for the entire project.

Findorff-Estes, LLC
Subcontract Terms and Conditions

2.11 Additional Information. Subcontractor shall comply with Additional Information furnished by Findorff-Estes in respect to the Subcontract Work.

2.12 Principal Contract Obligations. Subcontractor assumes the same obligations to Findorff-Estes as Findorff-Estes has to the Owner under the Principal Contract with respect to the Subcontract Work. In addition to the rights and remedies set out for Findorff-Estes in this Agreement, Findorff-Estes shall have against Subcontractor any other rights and remedies that are granted to the Owner against Findorff -Estes under the Principal Contract with respect to the Subcontract Work. In addition to the rights and remedies set out for Subcontractor in this Agreement, Subcontractor shall have against Findorff-Estes any other rights and remedies that are granted to Findorff-Estes against the Owner under the Principal Contract with respect to the Subcontract Work provided that Subcontractor shall be entitled to enforce the same only to the extent Findorff-Estes actually obtains enforcement thereof against the Owner. In the event of any conflict between the obligations, rights or remedies under the Principal Contract with respect to the Subcontract Work and those provided under this Agreement, the Principal Contract shall control in each case where it subjects Findorff-Estes to a greater obligation to, or an additional right or remedy of the Owner in respect to the Subcontract Work, and this Agreement shall control in each case where this Agreement subjects Subcontractor to a greater obligation to or an additional right or remedy of Findorff-Estes in respect to the Subcontract Work.

2.13 Quality of Work. Absent specific delineation in the Contract Documents or Additional Information, the Subcontract Documents shall be deemed to require best construction practices conforming to the highest prevailing industry standards for workmanship and materials. Subcontractor acknowledges that Findorff-Estes holds a reputation for excellence which depends in large part upon the high quality of Findorff-Estes's work and agrees that Subcontract Work that fails to meet the high standards for workmanship and materials as required by the Subcontract Documents, Additional Information or this Section 2.13, shall constitute Defective Work.

2.14 Responsibility for Costs, Claims and Liability. In addition to any other remedies provided by the Subcontract Documents or law, Subcontractor shall be responsible for added Costs (including the Costs of Corrective Work and any added Costs to maintain or regain the Subcontract Performance Schedule), Claims or Liability arising, in whole or in part, (a) due to errors or inconsistencies described above in Section 2.2, variances described in Section 2.3, or Deficiencies in the Work of Others described in Section 2.10, which Subcontractor recognizes (or with reasonable diligence should have recognized) and fails to timely report to Findorff-Estes or (b) from proceeding with Subcontract Work without first having been advised to proceed contrary to any of the Sections hereof mentioned in the preceding clause (a) or contrary to Section 2.4 or Section 2.7, (c) from violating the requirements of Section 2.9 relating to sub-subcontracting or (d) relative to instances where the Subcontract Work is Defective Work because it fails to meet the quality standards of Section 2.13, above.

3. GENERAL OBLIGATIONS:

3.1 Bond. If a bond is called for on the Cover Page, Subcontractor shall at its expense furnish a performance and material and labor payment bond in the amount stated, naming Subcontractor as principal and Findorff-Estes as obligee, issued by a surety acceptable to Findorff-Estes, in a form approved by Findorff-Estes.

3.2 Reports and Meetings. Subcontractor shall at its expense promptly submit all Reports or other information as required by any governmental authority or as reasonably requested by Findorff-Estes or Owner. When requested by Findorff-Estes, Subcontractor shall have a representative acceptable to Findorff-Estes attend and participate in meetings at the Site or other locations specified by Findorff-Estes. Notification of a meeting shall be considered to be a request to attend the meeting.

3.3 Permits. Subcontractor shall obtain at its expense all Permits (other than the general building or construction permit for the Project) required under Applicable Laws for the Subcontract Work.

3.4 Applicable Laws. Subcontractor represents and warrants that it operates its business in compliance with all Applicable Laws including those that relate to its authority to perform the Subcontract Work. Subcontractor shall at its expense identify and cause its personnel and Sub-subcontractors to comply with all Applicable Laws pertaining to the Subcontract Work.

3.5 Safety Rules. Subcontractor shall at its expense identify and cause its personnel and Sub-subcontractors to fully comply with all Safety Rules pertaining to the Subcontract Work.

3.6 Insurance. Subcontractor shall at its expense obtain and maintain the insurance coverages as and in amounts not less than those specified in the Subcontract Cover Page, written by companies acceptable to Findorff-Estes and the Owner, represented by forms approved by Findorff-Estes and the Owner, for the entire term of the Subcontract Work, including endorsements:

(a) **Workers Compensation and Occupational Disease**

- * Coverage scope sufficient to discharge obligations under all applicable state Workers' Compensation laws
- * Waiver of Subrogation in favor of Findorff-Estes LLC and Genesis Health

Findorff-Estes, LLC
Subcontract Terms and Conditions
System

Employer's Liability	\$100,000
Bodily Injury by Accident	\$100,000
Bodily Injury by Disease each employee	\$500,000
Bodily Injury by Disease policy limit	

(b) Commercial General Liability including Broad Form Property Damage, Personal Injury, Contractual, Contractor's Protective Liability, Explosion, Collapse and Underground Hazards	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 annual aggregate * Primary and Non-Contributory Additional Insured status for both Operations and Completed Operations in favor of Findorff-Estes, LLC, J.H. Findorff & Son, Inc., Estes Company and Genesis Health System *Per Project Aggregate (minimum \$5,000,000) *Waiver of Subrogation in favor of Findorff-Estes, LLC and Genesis Health System *Products and Completed Operations coverage to be maintained for 5 years after project completion
--	--

Automatic or Blanket Additional Insured forms are not acceptable for General Liability

Endorsements must note that exclusion for Joint Ventures, Partnerships, and LLCs is removed with respect to these entities. Please see highlighted language on attached sample endorsements.

(c) Comprehensive Automobile Liability including Hired and Non-Hired Automobile	<ul style="list-style-type: none"> * \$1,000,000 per accident for Bodily Injury and/or Property Damage Liability * Waiver of Subrogation in favor of Findorff-Estes, LLC and Genesis Health System
--	--

(d) Umbrella Liability Coverage - following Form for coverages a, b & c listed above.	<ul style="list-style-type: none"> ** See below for per occurrence and aggregate limits * Primary and Non-Contributory Additional Insured status for both Ongoing and Completed Operations * Waiver of Subrogation in favor of Findorff-Estes, LLC and Genesis Health System
---	---

Roof, Windows, Curtain Wall,	\$5,000,000
Skin	\$5,000,000
Steel	\$5,000,000
Elevator	\$5,000,000
HVAC	\$5,000,000
Plumbing/Mechanical	\$5,000,000
Electrical	\$5,000,000
Concrete Precast	\$2,000,000
All Others	

(e) Professional Liability for contractors with design exposure	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 annual aggregate \$ 75,000 max deductible
---	--

(f) Pollution Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 annual aggregate \$ 75,000 max deductible * Findorff-Estes, LLC and Genesis Health System included as Additional Insureds
--------------------------------	---

Professional and Pollution Liability may be combined in a single policy with a \$1,000,000 Combined Single Limit

(g) 30 Day Notice of Cancellation or Non-renewal to Additional Insureds Required