

# PROJECT MANUAL

**PROJECT NAME:**

HHS CHMHI Four Corner Elevator Replacement

**PROJECT ADDRESS:**

1251 W Cedar Loop,  
Cherokee, IA 51012

**PROJECT DATE:** August 6<sup>th</sup>, 2026

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**OWNER:**

Iowa Department of Administrative Services  
109 Southeast 13<sup>th</sup> Street  
Des Moines, Iowa 50319



**OWNER PROJECT NUMBER:** 9527.00

**OWNER REQUEST FOR BID NUMBER:** RFB-952700-01

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**CONSTRUCTION MANAGER:**

DCI Group  
220 SE 6<sup>th</sup> St, Suite 200  
Des Moines, IA 50309



**CONSTRUCTION MANAGER PROJECT NUMBER:** 9527.00

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**ARCHITECT:**

CMBA Architects  
302 Jones St. Suite 200  
Sioux City, IA 51101



**ARCHITECT PROJECT NUMBER:** 26159

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ARCHITECT



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Architect under the laws of the State of \_\_\_\_\_

8/6/2026

Signature

Date

Printed or typed name: **ADAM DONAVAN VAN GORP**

License Number: **07319**

My license renewal date is **JUNE 30TH, 2027**

Pages or sheets covered by this seal:

DIVISIONS 02-14

ENGINEER



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of IOWA

*Chad Bass*  
Signature

08.06.2026  
Date

Printed name: **CHAD D. BASS**

License renewal date: DECEMBER 31TH, 2027

Pages or sheets covered by this seal:

DIVISIONS 21, 22, 23

Date Issued: **08/06/2026**

ENGINEER



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of

*Eric Heynen*  
Signature

08.06.2026  
Date

Printed name: **ERIC HEYNEN**

License renewal date: DECEMBER 31TH, 2027

Pages or sheets covered by this seal:

DIVISIONS 26, 27, 28

Date Issued: **8/6/2026**

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**SECTION 00 0115**

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|-------------|--------------|---------------------------------------------------|
| A.          | T0.00        | Title                                             |
| B.          | A1.01        | Code Review Information                           |
| C.          | A2.08        | Floor Plans and Sections                          |
| D.          | ME0.0        | Mechanical & Electrical General Notes and Symbols |
| E.          | ME1.1        | Mechanical & Electrical Demolition Plans          |
| F.          | ME2.1        | Mechanical & Electrical Floor Plans               |
| G.          | ME3.1        | Mechanical & Electrical Details                   |

**END OF SECTION**

**SECTION 00 0116**

**BID SUBMITTAL CHECKLIST**

**PART 1 - GENERAL**

**1.01 BID SUBMITTAL CHECKLIST**

- A. The Bidder is responsible to see that the bid is submitted online at IMPACS Electronic Procurement System on or before the due date and time specified. Late bids shall not be accepted.
- B. Bids shall be typewritten or in ink. All information requested shall accompany the bid. All blocks shall be completed. Errors shall be lined out and initialed.
- C. The right is reserved to reject any or all bids. The State may waive minor deficiencies or informalities in the best interest of the State of Iowa.
- D. A properly prepared and submitted bid document is the bidder's responsibility.
- E. Bids cannot be changed after the bid opening.
- F. In all cases, no verbal communications by any party will override written communications from the issuing office.
- G. The Bid Form shall be completed in full and signed and submitted by an officer of the bidder with authority to bind in a contract.
- H. If Bid Bond is called for, it shall accompany the Bid submission.
- I. If Non-discrimination Clause information is called for, it shall accompany the Bid submission.
- J. If Targeted Small Business Pre-bid Contact information is called for, it shall accompany the Bid submission.
- K. If Certificate of Site Visit form is called for, it shall accompany the Bid submission.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 00 1113**

**NOTICE TO BIDDERS**

**RFB #952700-01**

The Iowa Department of Administrative Services will be receiving bids for replacement of Elevator F, a 4 stop, hydraulic elevator in the Main Building, referred to as the Four Corner area at the Cherokee Mental Health Complex in Cherokee, IA.

The Iowa Department of Administrative Services anticipates construction to begin on September 2026 and end in August 2027

Bids must be received no later than **2:00 pm, Tuesday, September 29th, 2026**. Late bids will not be considered. Bids shall be submitted on IMPACS Electronic Procurement System. The Bid shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

**Bid Opening**

The time and place of bid opening will be held online on Tuesday September 29<sup>th</sup> @ 3:00 PM

Please Join:

<https://teams.microsoft.com/meet/225452637463208?p=F1NtvVwvc5wMM6YAWD;>

Meeting ID: 225 452 637 463 208 - Passcode: HM98n4VN

**Dial in by phone** +1 469-998-6043,,638606437# -Phone conference ID: 638 606 437#

The Iowa Department of Administrative Services reserves the right to reject any and all bids, and to waive irregularities and to accept a bid that is deemed in the best interest of the State of Iowa.

Bidders must comply with all affirmative action/equal employment opportunity provisions of the State of Iowa and the Federal Government.

This project is exempt from Iowa Sales Tax. Davis Bacon Wages **will not** apply to this project.

Questions must be submitted by **2:00 pm, Tuesday September 15<sup>th</sup>, 2026**, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by 2:00 pm, Tuesday September 15<sup>th</sup>, 2026 prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as "or equal," "equal to," "equivalent to," or "basis of design," unless otherwise noted.

An **optional** Pre-Bid meeting will be held on Friday September 11<sup>th</sup> at 11 am at Cherokee Health Mental Health Institute Main Admin Building - 1251 W Cedar Loop, Cherokee, IA 51012. This meeting is not mandatory but is highly recommended.

Bidding Documents, including drawing sheets bearing the project name DAS HHS CHMHI Four Corners Elevator Replacement, Dated 08/06/2026 and the Project Manual prepared by CMBA Architects dated 08/06/2026, may be obtained from Rapids Reproduction by visiting [www.rapidsrepro.com](http://www.rapidsrepro.com) or by calling (515) 251-3222 on Monday August 31<sup>st</sup>, 2026

For further information regarding this project contact:

Katelyn Howells – Issuing Officer

Phone: 515-721-7856

E-Mail: [construction.procurement@iowa.gov](mailto:construction.procurement@iowa.gov)

**END OF SECTION**

**SECTION 00 2113**  
**INSTRUCTIONS TO BIDDERS**  
**RFB #9527-01**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Description
- B. Owner
- C. State Agency Representatives and Contacts
- D. Proposal Form and Submissions
- E. Taxes
- F. Alternate Bids
- G. Drawings
- H. Bid Security
- I. Due Date and Time for Receipt of Bids
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- K. Site Visit
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- M. Questions
- N. Addenda and Interpretations of the Contract Documents
- O. Substitutions
- P. Obligation of Bidder
- Q. Public Records and Requests for Confidential Treatment
- R. Withdrawal of Bid
- S. Bid Closing
- T. Basis of Bids
- U. Informalities/Rejection of Bids
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- Z. Form of Agreement between Owner and Contractor
- AA. Execution of Contract
- BB. Laws and Regulations
- CC. Contract Documents and Order of Precedence
- DD. Conditions of the Work
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- FF. Project Manual/Drawings

**1.02 PROJECT DESCRIPTION**

- A. Project Description: Replacement of Elevator F, a 4 stop, hydraulic elevator in the Main Building, referred to as the Four Corner area at the Cherokee Mental Health Complex in Cherokee, IA.

**1.03 OWNER**

- A. State of Iowa, Department of Administrative Services, 109 SE 13th St, Des Moines, IA 50319

**1.04 STATE AGENCY REPRESENTATIVES AND CONTACTS**

A. PURCHASING AGENT: Purchasing Agent – Issuing Officer, State of Iowa, Department of Administrative Services, Hoover State Office Building, 3<sup>rd</sup> floor, 1305 East Walnut Street, Des Moines, IA 50319-0105, Phone: 515-823-9327; email: [construction.procurement@iowa.gov](mailto:construction.procurement@iowa.gov)

B. OWNER REPRESENTATIVE: Jennie Elliott, State of Iowa, Department of Administrative Services, 109 SE 13<sup>th</sup> Street, Des Moines, IA 50319, Phone: 515-745-3244 ; Email: [jennie.elliott@das.iowa.gov](mailto:jennie.elliott@das.iowa.gov)

C. ON-SITE COORDINATOR: Jason Piggot, Plant Operations Manager, 1251 West Cedar Loop, Chrokee, IA 51012, Phone: 712.229.1505; email: [jason.pigott@hhs.iowa.gov](mailto:jason.pigott@hhs.iowa.gov)

D. CONSTRUCTION MANAGER CONTACT: Jason Bellrichard DCI Group, Project Manager, 220 SE 6<sup>th</sup> St, Suite 200, Des Moines, IA 50309, [Jasonb@dcigroup-us.com](mailto:Jasonb@dcigroup-us.com)

E. DESIGN PROFESSIONAL CONTACT: Adam Van Gorp, CMBA Architects, Architect, 302 Jones Street, Suite 200, Sioux City, IA 51101, [vangorp.a@cmbaarchitects.com](mailto:vangorp.a@cmbaarchitects.com)

## **PART 2 - PRODUCTS – NOT USED**

## **PART 3 - EXECUTION**

### **3.01 PROPOSAL FORM AND SUBMISSION**

A. A properly prepared and submitted bid is the bidder's responsibility. Bids are to be made in accordance with these Instructions to Bidders and items included on the Bid submission. Failure to comply may be cause for rejection.

B. The Bid is to consist of the required Bid information, together with the other information specified below to be submitted with the Bid, in which copies are included with these Bidding Documents.

1. The total bid package submitted is required to include the following:

a. An online submission including:

1) Required Bid Form (To be uploaded online)

2) Required Non-discrimination Clause Information

3) Required Targeted Small Business Pre-bid Contact Information

4) Bid Security (documentation provided by Bidder) (To be uploaded online)

5) Certification of Site Visit (To be uploaded online if Pre-Bid is Mandatory)

C. Include the amount for performing all work described in the drawings and specifications for Base Bid and for each Alternate Bid requested.

D. Acknowledge receipt of all Addenda issued, where so indicated on the Bid Form

E. All required information to be submitted, by an officer of the company having authority to bind the company in a contract.

F. Commencement of the work of the contract shall begin with the Contractor's receipt of a fully executed contract (signed by both parties).

G. The Owner reserves the right to award a contract for Base Bid only, or for Base Bid in combination with any, or all, identified Alternate Bids. The Owner reserves the right to award a contract for individual Bid Packages, or any combination of Bid Packages. Each Bidder must comply with all of the General Requirements of the project and any requirements of the Project manual that apply to their scope of work.

H. The company's Federal I.D. Number and the Iowa Contractors Registration Number shall be included in the Bid Form.

I. Unless indicated otherwise, the Bid shall be for a single responsibility contract for all work as indicated on the Drawings and specified in the Project Manual, and shall be a lump sum amount. If no change in the Base Bid amount is required with respect to consideration of a particular Alternate Bid, enter "No Change" in the blank for that Alternate Bid.

J. Where so requested, provide Unit Prices for the designated types of work and in the units specified, in which the Unit Prices would be used as adjustments to the quantities described in the instructions as the basis for the Base Bid and any Alternate Bid work. A Unit Price would be applicable in the event the Owner should request additional work of that type beyond the extent and quantity that has been established as the scope of the work by graphic delineation and notations on the Drawings, or by otherwise stipulating in the

Bidding Documents a numerical quantity of the work, for the Bidder's use in determining the lump sum bid amount for the Base Bid and any requested Alternate Bid containing such work. The Unit Prices shall also be used to adjust the Contract Amount for actual quantities of work involved when the work subject to Unit Price adjustment differs by being less in quantity than that contemplated by the original scope of work for the respective Base Bid or Alternate Bid.

K. Completed State of Iowa Nondiscrimination Clause information and Subcontractor Targeted Small Business Enterprise Pre-Bid Contact Information, included in these Bidding Documents, are to accompany the Bid submission. Bidders shall comply with all affirmative action/equal opportunity provisions of State and Federal laws. The Owner seeks to provide opportunities for Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa.

L. All Bid information is to be submitted online. Any required Bid Security shall be provided, in the form and amount specified elsewhere in these Instructions to Bidders, at the time of submission of the Bid. When a site visit is mandatory as specified elsewhere in these Instructions to Bidders, and a Certificate of Site Visit is required to be submitted with the Bid as evidence of such visit having occurred for purposes of observing the conditions of the site and the work proposed therein, the Certificate shall be uploaded with the bid submission.

### **3.02 TAXES**

A. In accordance with Section 423 of the Code of Iowa and 701-19 of the Iowa Administrative Rules, Iowa Construction Sales Tax Exemption Certificates for this project will be issued. Do not include Iowa sales tax or use tax, or any local option sales tax, on construction materials in determining your bid prices. The successful Contractor will be required to notify the Department of Administrative Services project manager of all Subcontractors within forty-eight (48) hours after the published date and time by which bids must be submitted. Information on the Contractor and each Subcontractor shall include the firms' name, address, contact person, federal tax identification number, and the Iowa contractor registration number. For the Contractor and each Subcontractor, designate the type of trade or category of work that is to be provided on the project. The Construction Manager for the Department of Administrative Services must be informed when any Subcontractor is added to the project. Following receipt of the information, the Construction Manager for the Department of Administrative Services will arrange to have an authorization letter and certificate (please see sample, included in the Project Manual) issued on behalf of the Contractor and each Subcontractor and will forward the documents to the Contractor for distribution and use by each in purchasing construction materials for this project. Certificates issued for this project shall be used for tax-exempt purchasing construction materials for this project only.

### **3.03 ALTERNATE BIDS**

A. Bidders are to bid all Alternates requested on the Bid Form. Alternates quoted will be reviewed and accepted or rejected at the option of the Department of Administrative Services. Accepted Alternates will be identified in the Owner-Contractor agreement. Indicate the price for Alternates described, as shown on the Drawings and specified in the Project Manual, and identify in the correct location on the Bid Form.

### **3.04 DRAWINGS AND PROJECT MANUAL**

A. Drawings and Project Manual are specified in the Notice to Bidders or any extension thereof made by Addendum.

### **3.05 BID SECURITY**

A. Each Bid shall be accompanied by Bid Security.

B. The Bid Security shall be in the form of a Bid Bond, Certified check, or Cashier's check in an amount not less than five percent (5%) of the maximum value of the Bid, including any additive Alternates. NOTE: Checks other than Certified checks and Cashier's checks will not be accepted. Bonds shall be issued by a bonding company licensed to transact business in the State of Iowa. The Attorney in Fact who signs the Bond shall file with the Bond a certified and effectively dated copy of their Power of Attorney. The Bid Security shall be made payable to the Iowa Department of Administrative Services, and shall accompany the

Bid. If a Bid Bond is not used, copies of Certified checks or Cashier's checks must be uploaded and hand delivered, in a sealed envelope, or mailed upon request. The Bid Security shall serve as a guarantee that a Bidder who is offered a contract will enter into an Agreement with the State of Iowa and will file an approved surety company's Performance Bond, Payment Bond and the Insurance Certificates as evidence of the required Insurance prior to execution of the contract. Upon failure to comply, the Bid Security shall be forfeited as liquidated damages. The governmental entity shall retain the bid security furnished by the successful bidder until the approved contract form has been fully executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and the contract and bond have been approved by the governmental entity. The provisions of chapter 573, where applicable, apply to contracts awarded under this chapter. The governmental entity shall promptly return the checks or bidder's bonds of unsuccessful bidders to the bidders once the Notice of Intent to Award is issued.

### **3.06 DUE DATE AND TIME FOR RECEIPT OF BIDS**

A. Properly completed Bids shall be submitted online through [IMPACS Electronic Procurement System](#), no later than the time and date specified in the Notice to Bidder or any extension thereof made by Addendum. Written, emailed, oral or telephonic Bids are invalid, and will not receive consideration. The Bidder shall assume full responsibility for the timely online submission of the Bid. Late bids will not be accepted.

### **3.07 COMMENCEMENT AND COMPLETION DATES**

A. Commencement of the Work of the Contract shall be the day of receipt by the selected Contractor of the fully-executed contract. Final completion of the Work of the contract shall be acknowledged as a part of the Contractor's proposal.

### **3.08 SITE VISIT**

A. A site visit by the prospective bidder is highly recommended at the time of the Pre-Bid Meeting of this project.

### **3.09 PRE-BID MEETING**

A. Pre-Bid Meeting will be specified in the Notice to Bidders or any extension thereof made by Addendum.

### **3.010 QUESTIONS**

A. Questions on this project may be raised and discussed at the time of the Pre-Bid Meeting or by submitting in writing to the issuing officer as specified in the Notice to Bidders or any extension thereof made by Addendum.

### **3.011 ADDENDA AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS**

A. Any person contemplating submitting a proposal for the proposed Contract, who is in doubt as to the true meaning of any part of the Bidding Documents, shall submit a written request for an interpretation thereof. The person submitting a request will be responsible for its prompt delivery. Every request for such interpretation should reference the Bid Number specified in the Bidding Documents, and shall be made in writing (email preferred). Questions shall be submitted to the previously identified Purchasing Agent for the Department of Administrative Services. To be given consideration, requests shall be received as specified in the Notice to Bidders or any extension thereof made by Addendum. Replies, which revise or correct the Bidding Documents, or provide necessary clarifications, will be issued in the form of a written Addendum to the Bidding Documents. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes. The Bidder is to include any resultant cost changes in the Bid Sum. Addenda will be posted electronically at the respective bid site where the bid is initially posted.

Acknowledgment by the Bidder of each issued Addendum shall be noted in the location so indicated on the Bid. All Addenda issued shall become part of the Contract Documents.

### 3.012 SUBSTITUTIONS

A. Where the Bidding Documents stipulate a specific product be provided by naming one or more manufacturer and model, a substitute product will be considered when a written request is received as specified in the Notice to Bidders or any extension thereof made by Addendum prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as “or equal,” “equal to,” “equivalent to,” or “basis of design,” unless otherwise noted. Substitution requests shall be emailed to the Issuing Officer at the email address provided in Instructions to Bidders Section 1.04.

### 3.013 OBLIGATION OF BIDDER

A. It shall be the responsibility of each Bidder contemplating the submission of a Bid for the proposed Contract to fully acquaint himself/herself with conditions at the work site, project requirements, and to become acquainted thoroughly with the work, and all conditions that may be related to it. No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item that could have been revealed by a thorough on-site inspection and examination.

B. By submission of a Bid, it shall be understood that the Bidder assures that he/she has reviewed and is thoroughly familiar with the project requirements, contract conditions and supplementary conditions, the drawings, specifications, addenda, and that the bidder is aware of the conditions existing at the site that may relate to the work of this project. Failure of any Bidder to examine any form, document, or other instrument shall in no way relieve the Bidder from any obligation in respect to his/her Bid.

### 3.014 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

A. The Agency’s release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein AND the information is confidential under Iowa or other applicable law.

B. A Contractor requesting confidential treatment of specific information must: (1) fully complete Form 22 (Available at <https://das.iowa.gov/sites/default/files/procurement/pdf/Form%2022-ConfidentialityRequest-RFB.pdf>), (2) identify the request in the transmittal letter with the Contractor’s Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) submit a “Public Copy” from which the confidential information has been excised.

C. Form 22 will not be considered fully complete unless, for each confidentiality request, the Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.

D. The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

E. **Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor’s request for confidentiality that does not comply with this section or a contractor’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor’s Proposal as non-**

**responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

F. If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

### **3.015 WITHDRAWAL OF BID**

A. A Bid may be modified or withdrawn only before the time and date for receipt of Bids. Said request for modification or withdrawal of a bid must be completed online through [IMPACS Electronic Procurement System](#). A Bid shall remain valid for consideration by the Owner for the following period(s) of time after the date specified for receipt of Bids, or until such time following that period that the apparent low bidder requests in writing that the Bid be withdrawn, after which the Bid may be withdrawn without forfeiture of any required Bid Security. The Bid shall be valid for not less than thirty (30) calendar days after the date Bids are specified to be due. With the approval of the Department of Administrative Services, a bid may be withdrawn after opening, but only if the bidder provides prompt written notification that adequately documents the commission of an honest error that may cause undue financial loss.

### **3.016 BID OPENING**

A. All bids received on or before the due date and time specified in the Notice to Bidder or any extension thereof made by Addendum will be opened and the name of the Bidder and the amount of their Bid will be announced.

### **3.017 BASIS OF BIDS**

A. The Bidder shall include all additional documents or appendices that are requested to be submitted concurrent with the Bid submission; failure to comply may be cause for rejection.

B. In accordance with Iowa law, Section 8A.311: A bidder, to be considered for an award of a state construction contract, shall disclose to the state agency awarding the contract the names of all subcontractors and suppliers who will work on the project being bid, within forty-eight (48) hours after the published date and time by which bids must be submitted. A bidder shall not replace a subcontractor or supplier disclosed without the approval of the state agency awarding the contract.

1. A bidder, prior to an award or who is awarded a state construction contract, shall disclose all of the following, as applicable:

a. If a subcontractor or supplier disclosed (under the preceding) by a bidder is replaced, the reason for replacement and the name of the new subcontractor or supplier;

b. If the cost of work to be done by a subcontractor or supplier is changed or if the replacement of a subcontractor or supplier results in a change in the cost, the amount of the change in cost.

c. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

C. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must:

1. Be registered in the State of Iowa and have an Iowa Contractor's Registration number, and
2. Be acceptable to the Owner.

### **3.018 INFORMALITIES/ REJECTION OF BIDS**

A. The Iowa Department of Administrative Services reserves the right to waive any irregularities or informalities and to enter into a Contract with a Bidder, or to reject any or all bids as it deems to be in the best interest of the State, without penalty.

### **3.019 CONSIDERATION OF BIDS**

A. It is the intent of the Department of Administrative Services to award a Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is determined to be compliant with all Bidding Requirements, and does not exceed the funds available for construction.

B. Bidder is to bid on each Alternate Bid requested. Failure to do so may result in disqualification of the bid. The Department of Administrative Services reserves the right to accept any, or no, Alternate Bid. Alternate Bids may be considered in any order or combination, and the low successful Bidder will be determined on the basis of the sum of the Base Bid and the Alternate(s) accepted at the time of the Contract award.

C. In evaluating Bids, any proposal offered by a Bidder for an alternate design, or for materials other than those shown or specified for the Base Bid or for Alternate Bid construction under the proposed Construction Documents or called for by any issued Addenda to those Construction Documents, will not be considered in determining the low successful Bidder. However, the Department of Administrative Services reserves the right to consider any such Bidder-proposed (Contractor's Alternate) alternate designs or materials with the low successful Bidder, after the low successful Bidder is determined in the manner described above (A and B).

D. Notice of Intent to Award the Bid(s) will be sent to all Respondents submitting a timely Bid and may be posted at the website shown on the RFB cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than fifteen (15) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Bidder fails to negotiate and deliver an executed Contract, including all required documents such as payment and performance bonds and insurance certificate, by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

### **3.020 PREFERENCE**

A. By virtue of statutory authority, a preference shall be given to Iowa domestic labor, products produced and provisions grown within the state of Iowa, in accordance with the provisions of Chapter 73, Code of Iowa and any amendments thereto.

B. Enforcement of reciprocal resident bidder preference and resident labor force preference codified at Iowa Code Section 73A.21.

1. NOTICE: Failure on the part of the bidder to carefully read the following paragraphs and to provide the information requested below may make the bidder's bid materially nonresponsive and therefore ineligible for contract award. Violations of Iowa Code Section 73A.21 may, among other things, result in civil penalties assessed by the Commissioner of the Division of Labor of Iowa Workforce Development. The bidder should seek out the advice of an attorney if he or she has questions about Iowa Code Section 73A.21. As a part of the competitive procurement of contracts for Public Improvements that must be awarded to the low bidder (if the bid is responsive and the bidder is deemed responsible), Public Bodies shall allow a preference to Resident Bidders if a Nonresident Bidder places a bid for the contract for the Public Improvement and that Nonresident Bidder's state or foreign country gives resident bidders of that state or foreign country a preference (including a labor force preference or any type of preferential treatment). The preference allowed, or reciprocally applied, shall be equal to the preference given or required by the state or foreign country in which the Nonresident Bidder is a resident bidder.

"Public Body" means the State of Iowa (and its agencies) and any of its political subdivisions, including school districts, public utilities, and the state board of regents.

"Public Improvement" means a building or other construction work to be paid for in whole or in part by the use of funds of the State of Iowa, its agencies, and any of its political subdivisions and includes road construction, reconstruction, and maintenance projects.

"Resident Bidder" means a person or entity authorized to transact business in of the State of Iowa and having a place of business for transacting business within the State of Iowa at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. Note, however, that if a nonresident bidder's state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

"Nonresident Bidder" means a person or entity who does not meet the definition of a resident bidder.

C. Nonresident bidders shall be required to certify on the Bid submission, where so indicated, the state or foreign country in which the firm is a resident, and if that state or foreign country uses a percentage for in-state bidders and the amount of the preference.

D. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of federal law, this section shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

### **3.021 QUALIFICATIONS**

A. In accordance with Iowa Code 26.9(2) and 26.16, no potential bidder shall be required to provide confidential or proprietary information or meet any class requirements as a precondition to submitting a responsive bid. However, as noted in Iowa Code 26.9(2), the lowest responsive bidder may be required to provide additional information to verify responsibility prior to and as a condition of obtaining final award of the contract. Any qualification requirements contained in any bid document indicates only preferred qualifications, not a precondition to bid, and the lowest responsive bidder's qualifications will be evaluated individually based on all information provided.

B. The Owner may make such investigations as he or she deems necessary to determine the ability of the awarded Bidder to perform the required work, and the awarded Bidder shall furnish to the Owner all such information and data for this purpose. The Owner reserves the right to rescind any awarded Bid if the evidence submitted by, or in investigation of, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry-out the obligations of the Contract and to complete the Work contemplated therein.

C. Bidders shall be registered as a Construction Contractor with the Labor Commissioner, Iowa Workforce Development Department, as required by Chapter 91C of the Code of Iowa. Bidder's Iowa Contractor Registration Number shall be included in the location provided in the Bid Form.

D. Non-resident corporations submitting bids must be in compliance with Section 490.1501 of the Code of Iowa and legally authorized thereby to carry-on such business in the State of Iowa as is required by the Contract Documents.

E. An out-of-state Bidder, if awarded a contract, will be required to submit evidence of authorization to do business in the State of Iowa.

### **3.022 INSURANCE**

A. Insurance Requirements

1. The Contractor shall maintain in effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this Contract. The Contractor's insurance shall, among other things, insure against any loss or damage resulting from the Contractor's performance of this Contract. All such insurance policies shall remain in full force and effect for the entire life of this Contract and shall not be canceled or changed except after thirty (30) days written notice to the Owner.

2. **Amounts of Insurance Required – Refer to ConsensusDOCS 802 (see template in Project Manual)**

B. Certificates of Coverage

1. Certificates of the insurance described above shall be submitted to the Owner before starting any construction activities and shall be subject to approval by the Owner. The Contractor shall provide certificates for the insurance required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to the Contractor. Upon receipt of any notice of cancellation or alteration, Contractor shall within ten (10) days procure other policies of insurance, similar in all respects to the policy or policies, about to be canceled or altered, and, if the Contractor fails to provide, procure, and deliver acceptable policies of insurance, or satisfactory evidence thereof, in accordance with the

terms hereof then, at the Owner's option, Owner may obtain such insurance at the cost and expense of Contractor, without the need of any notice to Contractor.

C. No Limitation of Liability

1. Acceptance of the insurance certificates by the Owner shall not act to relieve the Contractor of any obligation under this Contract. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of the Contractor to keep the respective insurance policies and coverage's current and in force during the life of this agreement.

2. A Sample Certificate of Insurance is attached for reference following this Section.

### **3.023 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

A. The Agreement for the Work will be written on ConsensusDOCS 802 Form of Agreement between Owner and Contractor (sample of the document with modifications incorporated is bound in this Project Manual).

### **3.024 EXECUTION OF CONTRACT**

A. Contract documents shall mean and include the following:

1. Contract: ConsensusDOCS 802
2. Performance and Payment Bonds
3. Project Manual
4. Drawings
5. Numbered Addenda issued after initial publication of Bid Documents
6. Numbered Modifications (Change Orders) issued after Contract is signed

### **3.025 LAWS AND REGULATIONS**

A. The Bidder's attention is directed to the fact that all applicable laws and regulations of Federal and State agencies having jurisdiction over the construction of this project shall apply to any contract resulting from this proposal, and it shall be deemed that those rules and regulations are made a part of such contract the same as if set forth in their entirety therein. By submitting a Bid, the Bidder confirms that he/she is familiar with and understands the Contractor's responsibility under all Federal and State of Iowa laws and regulations with respect to the Work described by the proposed Contract Documents.

### **3.026 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

A. Where an irreconcilable conflict exists among Applicable Legal Requirements, this Contract, the specifications in the Materials and the Drawings, the earliest item mentioned in this sentence involving a conflict shall control over any later mentioned item or items subject to such conflict unless doing so would result in reducing the Bidder's duty of care or obligations under this Contract, in which case the terms resulting in the highest requirements for Bidder performance shall control.

### **3.027 CONDITIONS OF THE WORK**

A. Each bidder must fully inform him/herself of the conditions under which the work is to be performed at the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. When a site visit is required by provisions located elsewhere in these Instructions to Bidders, as a site tour in conjunction with a mandatory Pre-Bid Meeting, it shall be the Bidder's responsibility to fulfill this obligation as a condition of bidding the Work described in the Bidding Documents.

B. No allowance will be made for any additional compensation by reason of any matter or condition with which the bidder might have fully informed him/herself, but failed to do so prior to bidding. Insofar as possible, the Contractor and all subcontractors shall employ such methods or means in carrying out the work so as not to cause any interruption of, or interference with, the work of any other subcontractor or trade.

### **3.028 SUBCONTRACTS**

A. The Prime Contractor shall be responsible for notifying all subcontractors and suppliers and informing them that they are bound in each case by all applicable provisions of the bidding information and those of the proposed Form of Agreements as defined in the Contract Documents.

**END OF SECTION**

## SECTION 00 2113.01

### IMPACS Public Construction Bidders User Guide

Public construction bids must be submitted on-line at [IMPACS Electronic Procurement System](#).

Bidders must be registered in IMPACS to submit a Bid.

To create an account, enter your email address and click on "Next" and click "Create Account". Bidder must enter all fields noted with \* including legal company name, contact first and last name, phone number, confirm email address, password, re-enter password, select account recovery question including answer, confirm answer, select box accepting websites use terms and conditions and select security check box "I'm not a robot".

On the [IMPACS Electronic Procurement System](#) Customer Portal Home page, Bidder selects "View Event" in the Sourcing Events section.

| Sourcing Events <span>?</span> |                           |                         |                                                                    |                              |
|--------------------------------|---------------------------|-------------------------|--------------------------------------------------------------------|------------------------------|
| Show                           | Opening or Closing Soon ▼ |                         | <a href="#">Go to Public Opportunities</a>                         |                              |
| Event Number                   | Status                    | Event Title             | Dates                                                              | Action                       |
| RFB923700-02                   | Open                      | Hoover East Side Pavers | Open: 4/27/2022 12:00:00 PM CDT<br>Close: 5/5/2022 12:00:00 PM CDT | <a href="#">View Event</a> ▼ |

Bidders can view event details including description, prerequisites, buyer attachments, questions and answers.

To submit a Bid, Bidder must select "**Yes, I intend to Bid**". Bidder must complete the following sections.

**Prerequisites** - Bidder must complete all prerequisites.

- Bidder must upload a file of the Bid Security/Bond for 5% of total Bid Amount and certify that if they are awarded the construction contract they will enter into the contract at the Bid Amount submitted.
- Bidder must upload the completed and signed Bid Form.  
**NOTE: Bids are to be entered on the Bid Form only; not in the IMPACS. As a result, IMPACS will display a bid amount of \$0.**

**Questions** - Bidder must complete all questions.

**Review & Submit** - Bidder must select the certification box certifying that the statements and information in response are true and correct to the best of their knowledge and belief.

## SECTION 00 2113.02

**SAMPLE****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
**xx/xx/xxxx**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                 |                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Agent's Name<br>Agent's Address                              | <b>CONTACT NAME:</b> Agent's Information<br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Company A (AM Best Rated A/VI or Better) |
| <b>INSURED</b><br>Trade Contractor's Name<br>Trade Contractor's Mailing Address | <b>NAIC #</b><br>Admitted<br>Carriers<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                                                                                                                |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                      | ADDL SUBR INSD W/O                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                      | Minimum       |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------|---------------|
| * A      | COMMERCIAL GENERAL LIABILITY                                                                                                                                                           | X X                                 | #TBD- CGL     | 3/1/17                  | 3/1/18                  | EACH OCCURRENCE                                                                             | \$ 1,000,000  |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                                                  |                                     |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                                   | \$            |
|          |                                                                                                                                                                                        |                                     |               |                         |                         | MED EXP (Any one person)                                                                    | \$            |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:                                                        |                                     |               |                         |                         | PERSONAL & ADV INJURY                                                                       | \$ 1,000,000  |
| B        | AUTOMOBILE LIABILITY                                                                                                                                                                   | X X                                 | #TBD-AL       | 3/1/17                  | 3/1/18                  | COMBINED SINGLE LIMIT (Ea accident)                                                         | \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                                                                                                           |                                     |               |                         |                         | BODILY INJURY (Per person)                                                                  | \$            |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                                                                                                               |                                     |               |                         |                         | BODILY INJURY (Per accident)                                                                | \$            |
|          | <input type="checkbox"/> HIRED AUTOS                                                                                                                                                   |                                     |               |                         |                         | PROPERTY DAMAGE (Per accident)                                                              | \$            |
| C        | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB                                                                                                                          | X X                                 | #TBD-UMB      | 3/1/17                  | 3/1/18                  | EACH OCCURRENCE                                                                             | \$ 10,000,000 |
|          | CLAIMS-MADE                                                                                                                                                                            |                                     |               |                         |                         | AGGREGATE                                                                                   | \$            |
|          | DED <input type="checkbox"/> RETENTION \$                                                                                                                                              |                                     |               |                         |                         |                                                                                             | \$            |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N<br><input type="checkbox"/> N/A | #TBD-WC       | 3/1/17                  | 3/1/18                  | PER STATUTE                                                                                 | \$ 500,000    |
| * E      | Owners Contrators                                                                                                                                                                      |                                     | #TBD-OCF      | 3/1/17                  | 3/1/18                  | E.L. EACH ACCIDENT                                                                          | \$ 500,000    |
|          | Protective Liability                                                                                                                                                                   |                                     |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                                                                  | \$ 500,000    |
|          |                                                                                                                                                                                        |                                     |               |                         |                         | E.L. DISEASE - POLICY LIMIT                                                                 | \$ 500,000    |
|          |                                                                                                                                                                                        |                                     |               |                         |                         | *Limits equal to CGL (or) as required by owner (Note- Would be either CGL or OCF, not both) |               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured on a Primary & Non-Contributory basis (CGL;AL;UMB/Excess) in favor of : (Owner) Iowa Department of Administrative Services (DAS), Officers, Directors, Members, Consultants, Agents, and Employees.  
 Waiver of Subrogation (CGL;AL;WC/EL;UMB/Excess) in favor of: (Owner) Iowa Department of Administrative Services (DAS), Officers, Directors, Members, Consultants, Agents, and Employees.

Project XXXX.XX (Number varies by project)

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                |                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Iowa Department of Administrative Services (DAS)<br>109 SE 13th Street<br>Des Moines, IA 50319 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Signature |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2014/01)

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## **SECTION 00 3113**

### **PRELIMINARY SCHEDULE**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Preliminary Construction Schedule
- B. Schedule Durations

##### **1.02 PRELIMINARY SCHEDULE**

- A. A preliminary schedule has been identified by the Owner for the implementation of the Project. Refer to the schedule following this Section for references to anticipated milestones and construction duration.
- B. Each step of the Preliminary Schedule is subject to receipt of acceptable bids, Owner's decision process and date of commencement.
- C. A proposed construction schedule shall be submitted by all Trade Contractors to the Construction Manager no later than 48 hours prior to the pre-construction meeting. A revised Construction Schedule will be submitted by the Construction Manager once all preliminary schedules are reviewed and approved by the Owner.
- D. The final construction schedule will be established post award of bids with the cooperation of all contractors.

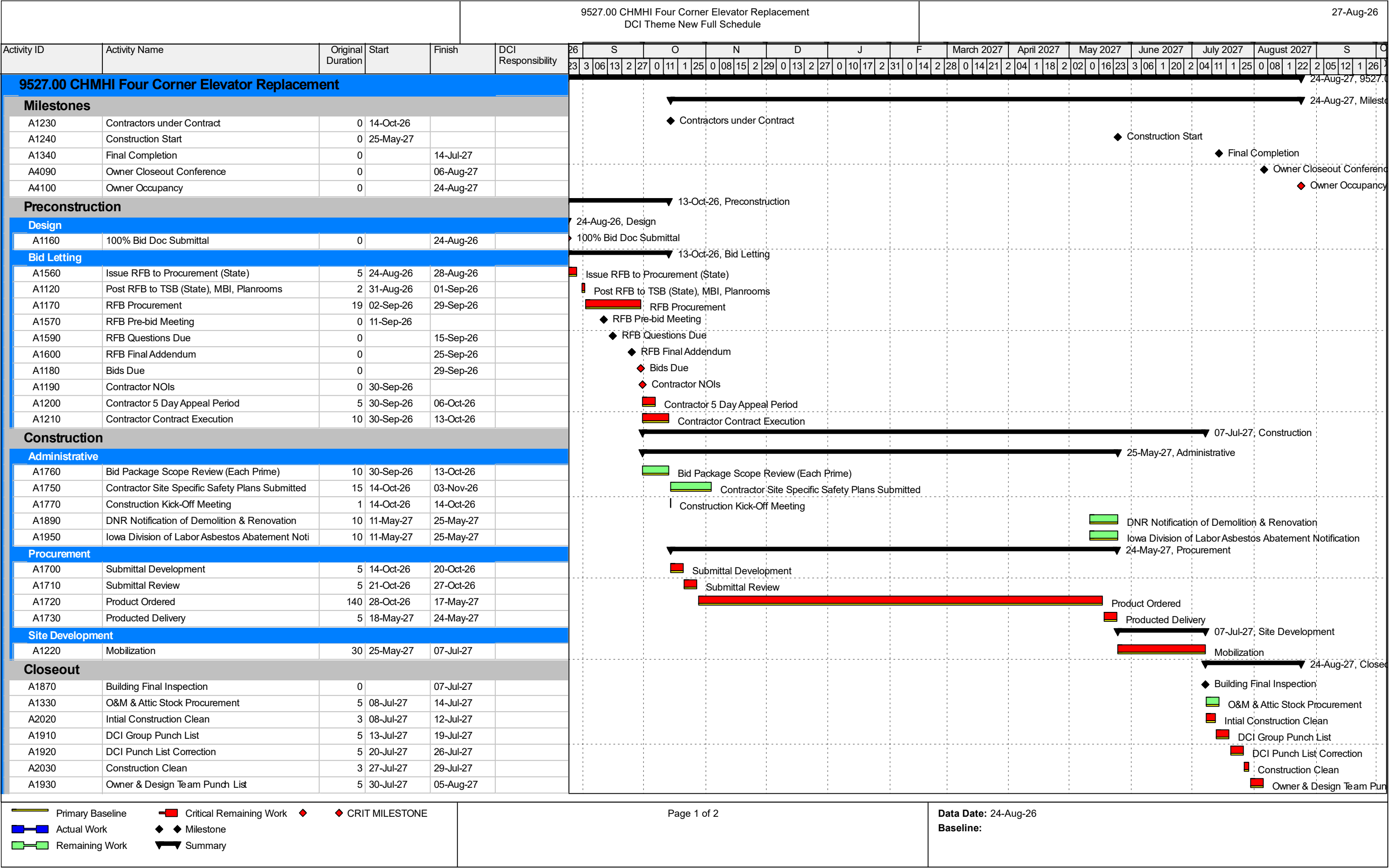
##### **1.03 SCHEDULE DURATIONS**

- A. Anticipated Notice of Intent to Award – 9/30/2026
- B. Anticipated Date of Commencement – 10/13/2026
- C. Substantial Completion by – 09/24/2027

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION – NOT USED**

**END OF SECTION**



</

## **SECTION 00 3126**

### **EXISTING HAZARDOUS MATERIAL INFORMATION**

#### **PART 1 - GENERAL**

##### **1.01 EXISTING HAZARDOUS MATERIAL INFORMATION**

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions.
- B. The existing hazardous materials survey reports related to this Project, were prepared by:
  - 1. Testing to be completed and provided in a future addendum or successful bidder.
- C. Related Requirements:
  - 1. Section 3.12 "Hazardous Materials" in the ConsensusDocs 802 contract for notification requirements if materials suspected of containing hazardous materials are encountered.

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## **SECTION 00 3143**

### **PERMIT APPLICATION**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Permit Application Information
- B. Licenses, Permits, and Related Inspections

##### **1.02 PERMIT APPLICATION INFORMATION**

- A. State Building Code Plan Review: The plan review and inspections for this project have been applied for by the Architect. Please contact your inspector prior to construction and occupancy.
- B. State Building Code Energy Review: The energy code review and inspections for this project have been applied for by the Architect. Please contact your inspector prior to construction and occupancy.
- C. Electrical Permit and Inspections: Trade Contractor is responsible for permits and inspections.
- D. Elevator Permit and Inspections: Trade Contractor is responsible for permits and inspections.
- E. Other Applicable inspections: Trade Contractor is responsible for any other applicable project specific permits and inspections.

##### **1.03 LICENSES, PERMITS, AND RELATED INSPECTIONS**

- A. The Bidder shall comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. All construction, materials and methods shall comply with the State Building Codes, except where plans and specifications establish a higher standard.

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 00 4116**

**BID FORM**

**The Bid Form must be submitted online through the State's [IMPACS Electronic Procurement System](#).**

RFB #9527.00-01

BID FORM for CONSTRUCTION CONTRACT  
for  
Cherokee Health Mental Health Institute  
1251 W Cedar Loop, Cherokee, IA 51012  
Project 9527.00

Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, Iowa 50319-0105

The following information is to be completed and submitted with your bid..

1. Bid Form - Completed and Signed (to be uploaded with bid submission)
2. Non Discrimination Clause Information
3. Contractor Targeted Small Business Enterprise Pre-Bid Contract Information
4. Bid Security – 5% of total Bid amount (to be uploaded with bid submission)

**Authorized Representative:**

The undersigned Bidder, in response to your Request for Bid for construction of the above project, having examined the Drawings, Specifications, and other Bidding Documents dated August 6<sup>th</sup>, 2026, and Addenda issued and acknowledged below as received and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies to perform all work to construct the project in strict accordance with the proposed Contract Documents, within the time and at the prices stated below. Prices are to cover all expenses incurred in performing the work required under the proposed Contract Documents, of which this bid is a part.

Bidder acknowledges receipt of the following Addenda which are a part of the Bidding Documents and for which any effect on cost of the Work is included in the bid amounts indicated:

|        |       |       |       |       |       |
|--------|-------|-------|-------|-------|-------|
| Number | _____ | _____ | _____ | _____ | _____ |
| Dated  | _____ | _____ | _____ | _____ | _____ |

Note that the State of Iowa is exempt from State and Local sales and use taxes (including local option and school option) for this project. Taxes on construction materials shall NOT be included in the bid amounts.

Amounts shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.

BID PACKAGES:

BP 01

Description: General Construction

Bidder proposes and agrees to perform all work as described in the Construction Documents for the sum of:

\_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_). Dollars

BP 02

Description: Elevator Equipment

Bidder proposes and agrees to perform all work as described in the Construction Documents for the sum of:

\_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_). Dollars

BP 02 – ALTERNATE:

ALT 01

Description: Elevator Hydraulic Jack Replacement

Bidder proposes and agrees to perform all work as described in the Construction Documents for the sum of:

\_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_). Dollars

BP 02 - UNIT PRICES:

UNIT 01

Description: Elevator Operation and Lock Out For Elevator Pit and Hoist Way Work: Trade Contractor shall include all of the following, but not limited to, as part of the contract:

- A. Personal to operate and lock out when necessary the elevator cabs to allow work to be performed in the elevator pit, car top and Hoist way.

- B. Unit Prices include all necessary personnel, material, plus cost for delivery, installation, insurance, overhead and profit
- C. Owner Reserves the right to reject the contractors measurements of work in place that involves use of established unit prices and to have this work measured, at the owners expense, by an independent surveyor acceptable to the contractor.
- D. Contractor shall provide notice to the Construction Manager prior to work taking place
- E. Contractor shall provide tickets to the Construction Manager identifying the date, time, and hours associated with this work within one (1) business day of work taking place.

\_\_\_\_\_  
 \_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_).

BP 03

Description: Mechanical and Plumbing

Bidder proposes and agrees to perform all work as described in the Construction Documents for the sum of:

\_\_\_\_\_  
 \_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_).

BP 04

Description: Electrical and Low Voltage

Bidder proposes and agrees to perform all work as described in the Construction Documents for the sum of:

\_\_\_\_\_  
 \_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_).

Bidder hereby certifies that:

1. This bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation;
2. Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain any advantage over any other bidder or over the Owner.
3. Bidder hereby certifies that the Bidder is registered with the Iowa Labor Commissioner as a Contractor as required by Chapter 91C, Code of Iowa.
4. Bidder agrees to comply with all Federal and State Affirmative Action/Equal Employment Opportunity requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

5. All construction under this Contract shall conform to the requirements of the *Iowa State Building Code*.
6. Bidder agrees that this bid shall remain valid and shall not be withdrawn for a period of thirty (30) calendar days after the date for receipt of bids.
7. Bidder agrees that if written notice of acceptance of this bid is mailed, emailed, or delivered to the undersigned within thirty (30) days after the date in which bids are due, or at any time thereafter before it is withdrawn, the undersigned will sign and return the Contract Agreement, prepared in accord with the Bidding Documents and this bid as accepted; and will also provide proof of insurance coverage and required surety bonds.
8. Bidder understands that the Owner reserves the right to reject any and all bids, and to waive irregularities or informalities and enter into a contract for the work, as the Owner deems to be in the best interest of the State.
9. Bidder understands that the Owner reserves the right to accept any, or no, Alternate Bid, if requested, and that the Alternate Bids may be considered in any order or combination, and the low Bidder shall be determined on the basis of the sum of the base bid and any Alternate(s) accepted.

**Subcontractors:**

The Trade Contractor must identify all Subcontractors and Suppliers within 48 hours of the published date and time for which bids must be submitted, in accordance with Iowa Code Section 8A311, as amended by House File 646 in 2011. Subcontractors and suppliers may not be changed without the approval of the Owner. Requests for changing a Subcontractor or supplier must identify the reason for the proposed change, the name of the new Subcontractor or supplier, and the change in the subcontractor or supplier price as a result of the change. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract Price via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

**Enforcement of Reciprocal Resident Bidder Preference, per Iowa Code 73A.21.**

All bidders shall either check the box next to "Resident Bidder" or check the box next to "Nonresident Bidder" and by doing so and signing thereafter certifies and attests to the same. All information requested must be provided. Seek out the advice of an attorney if you have questions.

"Resident Bidder" means a person or entity authorized to transact business in of the State of Iowa and having a place of business for transacting business within the State of Iowa at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. Note, however, that if a nonresident bidder's state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

☐

Resident Bidder

Name of Resident Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent and Signatory of Resident Bidder

**OR:**

☐

Nonresident Bidder

Name of Nonresident Bidder: \_\_\_\_\_

Name of State or Foreign Country of Nonresident Bidder: \_\_\_\_\_

Particularly identify and describe any preference, labor preference, or any other type of preferential treatment, in effect in the nonresident bidder's state or foreign country at the time of this bid:

\_\_\_\_\_  
\_\_\_\_\_

NOTICE: Nonresident Bidders domiciled in a state or country with a resident labor force preference shall make and keep, for a period of not less than three years, accurate records of all workers employed on the public improvement. The records shall include each worker's name, address, telephone number when available, social security number, trade classification, and the starting ending time of employment.

By: \_\_\_\_\_  
Authorized Agent and Signatory of Nonresident Bidder

---

**REQUIRED: Bid Form shall be signed by an officer of the company with authority to bind in a contract.** Notice of acceptance of this bid, or request for additional information by the Department of Administrative Services, may be addressed to the undersigned at the address set forth below:

Legal Name of Firm: \_\_\_\_\_

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

Signature of Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Typed Name of Signatory: \_\_\_\_\_

Email: \_\_\_\_\_

Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Iowa Contractor Registration Number: \_\_\_\_\_

Bidder Safety Manager Name: \_\_\_\_\_

For an out-of-state Bidder, Bidder certifies that the Resident Preference given by the State or Foreign Country of Bidder's residence, \_\_\_\_\_, is \_\_\_\_\_ %.

**END OF SECTION**

## SECTION 00 4116.01

### NON-DISCRIMINATION CLAUSE

This Section is for informational purposes only. All information will be submitted online through the State's [IMPACS Electronic Procurement System](#).

#### PART 1 - GENERAL

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the State of Iowa and value of said business equals or exceeds \$10,000 annually, agree as stated below.

##### 1.01 NONDISCRIMINATION CLAUSE

- A. The contractor, subcontractor, vendor and supplier of goods and services will not discriminate against an employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinion, or affiliations of an applicant or employee based upon the nature of the job occupation. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action Program to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinions or affiliations. Such action shall include, but not be limited to the following:
  - 1. Employment.
  - 2. Upgrading.
  - 3. Demotion or transfer.
  - 4. Recruitment and advertising.
  - 5. Layoff or termination.
  - 6. Rates of pay or other forms of compensation.
  - 7. Selection for training, including apprenticeship.
- B. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinion or affiliations.
- C. The contractor, subcontractor, vendor and supplier or their collective bargaining representative will send to each labor union or representative or workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
- D. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives and orders of the State of Iowa Affirmative Action Program Contract Compliance Provisions.
- E. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Equal Employment Opportunity Officer, said forms may elicit information as to the policies, procedures, patterns, and practices of each subcontractor as state as the contractor themselves and said contractor, subcontractor, vendor and supplier will permit access to their employment books, records and accounts to the State's Equal Employment Opportunity Officer, for the purpose of investigation to ascertain compliance with this Contract and with rules regulations of the State's Affirmative Action Program.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations and orders; this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized by the State of Iowa.

- G. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract, subcontract or purchase order unless exempted by the rules, regulations or orders of the State's Affirmative Action Program, and will provide in every subcontract or purchase order that said provisions will be binding upon each contractor, subcontractor or seller.
- H. The parties agree to comply with "Compliance with the Law; Nondiscrimination in Employment" of the current Terms and Conditions at the award of this contract. Current Terms and Conditions may be found on the following web site and are, by this reference, made a part of this Agreement. <https://das.iowa.gov/procurement/terms-and-conditions>
- I. We certify and recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, ancestry, religion, economic status, age or disabilities, unless disabilities are based upon the nature of the job occupation.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## SECTION 00 4116.02

### TARGETED SMALL BUSINESS INFORMATION

This Section is for informational purposes only. All information will be submitted online through the State's [IMPACS Electronic Procurement System](#).

#### PART 1 - GENERAL

##### 1.01 TARGETED SMALL BUSINESS INFORMATION

- A. Subcontractor Targeted Small Business Enterprise Pre-Bid Contact Information, including subcontractor and dollar amount to be subcontracted, is to accompany the Bid submission. Bidders shall comply with all affirmative action/equal opportunity provisions of State and Federal laws. The Owner seeks to provide opportunities for Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa.
- B. [Search the Targeted Small Business Directory](#) for certified State of Iowa Targeted Small Businesses.

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION – NOT USED

END OF SECTION

|            |  |         |        |
|------------|--|---------|--------|
| CONTRACTOR |  |         |        |
|            |  | BID NO. | PAGE # |

(to be completed by bidder)

You are requested to provide the information on this form showing your targeted Small Business enterprises contacts made prior to your bid submission. This information is subject to verification and confirmation. NOTE: The Department of General Services will not regard your acceptance or use of a low quote or bid from a non-targeted Small Business Enterprise on any subcontract item as evidence itself of any lack of good faith effort to solicit targeted Small Business Enterprise subcontractors on this project. However, every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to evidence affirmative action in contracting.

# TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID TARGETED SMALL BUSINESS ENTERPRISE CONTACTS

[illegible]

Total dollar amount proposed to be subcontracted to TSB on this project \$ \_\_\_\_\_  
List items to be subcontracted. (If more space is needed, use reverse side.)

**SECTION 00 4313**

**BID SECURITY FORMS**

**PART 1 - GENERAL**

**1.01 BID SECURITY FORMS**

- A. A Bid Bond form will be required on this project. An amended ConsensusDocs 262 is attached for reference following this page. ConsensusDocs bid bond form is not required (other standard forms are acceptable to the State of Iowa).

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**



## **CONSENSUSDOCS 262** **BID BOND** **(AMENDED BY STATE OF IOWA)**

This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities for all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences. You are encouraged to consult legal, insurance and surety advisors before completing or modifying this document. The software includes a notes section indicating where information is to be inserted to complete this document. Further information and endorsing organizations' perspectives are available at [www.consensusdocs.org/guidebook](http://www.consensusdocs.org/guidebook).

For Use with ConsensusDOCS 200, Standard Form of Agreement and General Conditions Between Owner and Constructor (Where the Contract Price is a Lump Sum) and ConsensusDOCS 500, Standard Agreement and General Conditions Between Owner and Construction Manager.

The Trade Contractor, \_\_\_\_\_ (the "Trade Contractor") has submitted a Bid to the Owner, \_\_\_\_\_ (the "Owner") for the \_\_\_\_\_ (the "Project") in accordance with the Bidding Documents, including Drawings and Specifications prepared by \_\_\_\_\_ (the "Design Professional").

**IMPORTANT:** A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

ConsensusDOCS 262 • BID BOND Copyright © 2007, Revised 2009 and 2011, ConsensusDOCS LLC. AN INDIVIDUAL PURCHASE OF THIS DOCUMENT PERMITS THE USER TO PRINT ONE CONTRACT FOR ONE PROJECT ONLY. YOU MAY ONLY MAKE COPIES OF A COMPLETED DOCUMENT FOR DISTRIBUTION TO PARTIES IN DIRECT CONNECTION WITH THE SPECIFIC CONSTRUCTION PROJECT. ANY OTHER USES, INCLUDING COPYING THE DOCUMENT, ARE STRICTLY PROHIBITED.

By virtue of this Bid Bond (the "Bond"), the Constructor as Principal and \_\_\_\_\_ as Surety ("Surety"), are bound to the Owner as Obligor in the maximum amount \_\_\_\_\_, Dollars (\$\_\_\_\_\_) (the "Bond Sum"). The Constructor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. If the Obligor shall accept the bid of the Constructor, the Constructor shall enter into an Agreement with the Obligor in accordance with the terms of such Bid.
2. Constructor shall procure such bond or bonds as are specified in the Contract Documents for the faithful performance of the Work and for the prompt payment of labor and materials furnished in the performance of the Work.
3. If the Constructor fails to enter such Agreement and give such bonds, the Constructor shall pay to the Obligor the difference between the amount of Constructor's bid and the amount of such agreement the Obligor in good faith executes with another Party to perform the Work covered by Constructor's Bid, not to exceed the Bond Sum stated above.
4. If the Constructor shall fulfill its obligation under Articles 1 through 3, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This Bond is entered into as of \_\_\_\_\_ (date)

SURETY: \_\_\_\_\_ (seal)

BY: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ (Attach Power of Attorney)

Witness: .....

(Additional signatures, if any, appear on attached page)

Constructor: \_\_\_\_\_ (seal)

BY: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: .....

(Additional signatures, if any, appear on attached page)

**SECTION 00 5200**

**AGREEMENT FORM**

**PART 1 - GENERAL**

**1.01 AGREEMENT FORM**

- A. The Form of Agreement to be used on this project is a modified ConsensusDocs 802. A sample is attached following this page.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

# ConsensusDocs 802

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

(Where the Construction Manager Is the Owner's Agent)



### TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. TRADE CONTRACTOR'S OBLIGATIONS
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TRADE CONTRACT TIME
7. TRADE CONTRACT PRICE
8. CHANGES
9. PAYMENT
10. INDEMNITY, INSURANCE, WAIVERS AND BONDS
11. SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT
12. DISPUTE MITIGATION AND RESOLUTION
13. MISCELLANEOUS PROVISIONS
14. TRADE CONTRACT DOCUMENTS

This Agreement has important legal and insurance consequences. Consultations with an attorney and with insurance and surety consultants are encouraged with respect to its completion or modification. Notes indicate where information is to be inserted to complete this Agreement.



## ARTICLE 1 AGREEMENT

This Trade Contractor Agreement is made effective as of the XX day of Month, Year , by and between the

### OWNER

State of Iowa - DAS, Department of Administrative Services ("DAS"). DAS's principal office is located: 109 SE 13th Street, Des Moines, IA 50319-0120.

and the

### TRADE CONTRACTOR

*Contractor Name*

*Address*

*City, State, Zip*

for work in connection with the following

### PROJECT

*XXXX.XX - Project Name*

The CONSTRUCTION MANAGER is

*Construction Manager Name*

*Address*

*City, State, Zip*

The DESIGN PROFESSIONAL for the Project is

*Designer Name*

*Address*

*City, State, Zip*

Notice to the Parties shall be given at the above addresses.

## ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES The Owner and the Trade Contractor agree to proceed with this Agreement on the basis of mutual trust, good faith and fair dealing and shall cooperate with each other and with the Construction Manager and Design Professional in furthering the Owner's interests. The Trade Contractor shall use its diligent efforts to perform the work in an expeditious manner consistent with the Trade Contract Documents. The Owner and the Trade Contractor will endeavor to promote harmony and cooperation among all Project participants.

2.1.1 The Owner and the Trade Contractor shall perform their obligations with integrity, ensuring at a minimum that

2.1.1.1 conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.1.1.2 the Trade Contractor and the Owner warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential



treatment.

**2.2 PROJECT ORGANIZATION** This Agreement is for the performance of work described herein in connection with the construction of the Project. The Owner also may enter into separate agreements with other trade contractors for other portions of the Project. The Owner has entered or will enter into a Construction Management Agreement with the Construction Manager, and a design agreement with the Design Professional.

**2.3 INDEPENDENT CONTRACTOR** The Trade Contractor represents that it is an independent contractor and that its performance of the Trade Contract Work it shall act as an independent contractor. Neither Trade Contractor nor any of its agents or employees shall act on behalf of the Owner except as provided in this Agreement or unless authorized in writing by the Owner.

**2.4 CONSTRUCTION MANAGER IS OWNER'S AGENT** The Construction Manager will represent the Owner as its agent in the administration and management of this Agreement. Any instructions, reviews, approvals, orders or directions given to the Trade Contractor by the Construction Manager will be given on behalf of and as agent for the Owner. The Trade Contractor shall be obligated to respond or perform as if the same were given directly by the Owner. The Trade Contractor shall communicate and provide all requests and concerns regarding the Trade Contract Work to the Construction Manager. The Trade Contractor shall provide copies to the Construction Manager of all notices to the Owner required by and regarding this Agreement.

**2.5 CONSTRUCTION MANAGER NOT IN PRIVITY WITH TRADE CONTRACTOR** This Agreement shall not give the Trade Contractor any claim or right of action against the Construction Manager. The Trade Contractor and its subcontractors shall not be beneficiaries of any obligations of the Construction Manager. This Agreement shall not create a contractual relationship between any parties except the Owner and the Trade Contractor.

**2.5A NO THIRD-PARTY BENEFICIARY** There are no third-party beneficiaries of this Agreement.

**2.6 DESIGN PROFESSIONAL** The Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work, except the following:

No exceptions

The Trade Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided in section 3.15.

**2.6.1** The Owner shall obtain from the Design Professional either a license for Trade Contractor and Subcontractors to use the design documents prepared by the Design Professional or ownership of the copyrights for such design documents, and shall defend, indemnify and hold harmless the Trade Contractor against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

**2.7 EXTENT OF AGREEMENT** This Agreement is solely for the benefit of the Parties, represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and the Trade Contractor and not for the benefit of any third party except to the extent expressly provided in this Agreement. In the event of conflict between this Agreement and any of the Exhibits or any other documents incorporated into this Agreement, the terms and provisions of this Agreement shall control.

**2.8 DEFINITIONS**



2.8.1 Agreement means this ConsensusDocs 802 Standard Form of Agreement Between Owner and Trade Contractor (Where the Construction Manager is the Owner's Agent), as modified by the Parties, and Exhibits and Attachments made part of this Agreement upon its execution.

2.8.2 Design Professional means the Architect, Design Professional or Engineer identified in ARTICLE 1 and its consultants, retained by Owner to perform design services for the Project, and licensed in the State in which the Project is located. The use of the term Design Professional in this Agreement is for convenience and is not intended to imply or infer that the individual or entity named in ARTICLE 1 will provide design professional services in a discipline in which it is not licensed.

2.8.3 Construction Manager means the Construction Manager identified in ARTICLE 1 and its authorized representative.

2.8.4 The Construction Schedule is the document initially prepared by and updated by the Construction Manager and approved by the Owner that indicates proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the Construction Documents, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated dates of Substantial Completion and Final Completion of the Project.

2.8.5 The term Day shall mean calendar day unless otherwise specifically defined.

2.8.6 Final Completion occurs on the date when the Trade Contractor's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable, as established in ARTICLE 6. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Trade Contractor.

2.8.7 A Hazardous Material is any substance or material identified now or in the future as toxic or hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up.

2.8.8 A Material Supplier is a person or entity retained by the Trade Contractor to provide material or equipment for the Trade Contract Work. This definition is not intended to, and shall not be interpreted to, expand or modify the definition(s) of materials or material suppliers contained in Iowa Code Chapter 573.

2.8.9 Others means other contractors, material suppliers, and persons at the Worksite who are not employed by the Trade Contractor or Subcontractors.

2.8.10 The term Overhead shall mean a) payroll costs and other compensation of Trade Contractor employees in the Trade Contractor's principal and branch offices; b) general and administrative expenses of the Trade Contractor's principal and branch offices including deductibles paid on any insurance policy and c) the Trade Contractor's capital expenses, including interest on capital used for the Work.

2.8.11 Owner is the person or entity identified in ARTICLE 1 as Owner, and includes the Owner's representative.

2.8.12 The Project, as identified in ARTICLE 1, is the building, facility or other improvements for which the Trade Contractor is to perform the Trade Contract Work.

2.8.13 A Subcontractor is a person or entity retained by the Trade Contractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific



portion of the Work. This definition is not intended to, and shall not be interpreted to, expand or modify the definition(s) of materials or material suppliers contained in Iowa Code Chapter 573.

2.8.14 Per Iowa Code Section 26.13, "substantially completed" means the first date on which any of the following occurs: (1) Completion of the Project (or Trade Contract Work, in the case of the multiple Trade Contractors) or when the Project (or Trade Contract Work in the case of multiple Trade Contractors) has been substantially completed in general accordance with the terms and provisions of the contract. (2) The work on the Project (or Trade Contract Work in the case of multiple Trade Contractors) or on the designated portion is substantially completed in general accordance with the terms of the contract so that the State of Iowa can occupy or utilize the Project or designated portion of the Project for its intended purpose. (3) The Project (or Trade Contract Work in the case of multiple Trade Contractors) is certified as having been substantially completed by either of the following: (a) the architect or engineer authorized to make such certification (which is defined in this Agreement as the Design Professional). (b) The authorized contract representative (which is defined in this Agreement as the Owner's Representative). (4) The State of Iowa is occupying or utilizing the Project (or Trade Contract Work in the case of multiple Trade Contractors) for its intended purpose. This subparagraph shall not apply to highway, bridge, or culvert projects.

2.8.15 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.8.16 A Trade Contract Change Order is a written order signed by the Owner and the Trade Contractor after execution of this Agreement, indicating changes in the scope of the Trade Contract Work, the Trade Contract Price or Trade Contract Time, including substitutions proposed by the Trade Contractor and accepted by the Owner. Trade Contract Change Orders shall be executed using the ConsensusDOCS 813 Trade Contract Change Order (CM as Owner's Agent) form document with exhibits attached as necessary.

2.8.17 The Trade Contract Documents consist of this Agreement (as modified), the drawings, specifications, addenda issued prior to execution of this Agreement, approved submittals, information furnished by the Owner under subsection 4.1.3, the bid documents, other documents listed in this Agreement and any modifications issued after execution.

2.8.18 The Trade Contract Price is the amount indicated in section 7.1 of this Agreement.

2.8.19 The Trade Contract Time is the period between the Date of Commencement and Final Completion.

2.8.20 Trade Contract Work means the construction and services provided by the Trade Contractor.

2.8.20.1 Changed Work means work that is different from the original scope of Trade Contract Work; or work that changes the Trade Contract Price or Trade Contract Time.

2.8.20.2 Defective Work is any portion of the Trade Contract Work that is not in conformance with the Trade Contract Documents.

2.8.21 The Trade Contractor is the person or entity identified in ARTICLE 1 and includes the Trade Contractor's Representative.

2.8.22 The term Work means the construction and services necessary or incidental to fulfill the Trade



Contractors' obligations for the Project. The Work may refer to the whole Project or only a part of the Project.

2.8.23 Worksite means the geographical area at the location of the Project as identified in ARTICLE 1 where the Trade Contract Work is to be performed.

### ARTICLE 3 TRADE CONTRACTOR'S OBLIGATIONS

#### 3.1 GENERAL RESPONSIBILITIES

3.1.1 RESPONSIBILITIES The Trade Contractor shall provide all of the labor, materials, equipment and services necessary to complete the Trade Contract Work, all of which shall be provided in full accord with or as reasonably inferable from the Trade Contract Documents as being necessary to produce the indicated results.

3.1.2 The Trade Contractor shall be responsible for the supervision and coordination of the Trade Contract Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Trade Contract Documents give other specific instructions. In such case, the Trade Contractor shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Trade Contractor recognized and failed to timely report to the Owner any error, inconsistency, omission or unsafe practice that it discovered in the specified construction means, methods, techniques, safety, sequences or procedures.

3.1.3 The Trade Contractor shall perform Trade Contract Work only within locations allowed by the Trade Contract Documents, applicable permits and applicable local law.

#### 3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, coordination, interference, clean up and safety which are substantively the same as the corresponding provisions of this Agreement.

3.2.2 In the event that the Owner elects to perform work at the Worksite directly or by Others, the Trade Contractor and the Owner shall, with the assistance of the Construction Manager, coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Trade Contractor and assist with the coordination of activities and the review of construction schedules and operations. The Trade Contract Price and Trade Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for subsequent changes made necessary by the coordination of construction activities, and the Trade Contractor's construction schedule and the Construction Schedule shall be revised accordingly. The Trade Contractor, Owner and Others shall adhere to the revised Construction Schedule until it may subsequently be revised.

3.2.3 With regard to the work of the Owner and Others, the Trade Contractor shall (a) proceed with the Trade Contract Work in a manner which does not hinder, delay or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the Trade Contractor's construction and operations with theirs as required by this section.

3.2.4 Before proceeding with any portion of the Trade Contract Work affected by the construction or operations of the Owner or Others, the Trade Contractor shall give the Owner and Construction



Manager prompt written notification of any defects the Trade Contractor discovers in their work which will prevent the proper execution of the Trade Contract Work. The Trade Contractor's obligations in this section do not create a responsibility for the work of the Owner or Others, but are for the purpose of facilitating the Trade Contract Work. If the Trade Contractor does not notify the Owner and Construction Manager of patent defects interfering with the performance of the Trade Contract Work, the Trade Contractor acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Trade Contract Work. Following receipt of written notice from the Trade Contractor of defects, the Owner, through the Construction Manager, shall promptly inform the Trade Contractor what action, if any, the Trade Contractor shall take with regard to the defects.

### 3.3 RESPONSIBILITY FOR PERFORMANCE

3.3.1 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Trade Contract Documents, prior to commencing the Work the Trade Contractor shall examine and compare the drawings and specifications with information furnished by the Owner pursuant to subsection 4.1.3, relevant field measurements made by the Trade Contractor and any visible conditions at the Worksite affecting the Trade Contract Work.

3.3.2 If in the course of the performance of the obligations in subsection 3.3.1 the Trade Contractor discovers any errors, omissions or inconsistencies in the Contract Documents, the Trade Contractor shall promptly report them to the Owner and Construction Manager. It is recognized, however, that the Trade Contractor is not acting in the capacity of a licensed design professional, and that the Trade Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations. Following receipt of written notice from the Trade Contractor of defects, the Owner shall promptly inform the Trade Contractor what action, if any, the Trade Contractor shall take with regard to the defects.

3.3.3 The Trade Contractor shall have no liability for errors, omissions or inconsistencies discovered under subsections 3.3.1 and 3.3.2 unless the Trade Contractor fails to report a recognized problem to the Owner and Construction Manager.

3.3.4 The Trade Contractor may be entitled to additional costs or time if there are changes in the scope of the Trade Contract Work that increase the cost of the Work or increase the number of days required to perform the Work, respectively, because of clarifications or instructions arising out of the Trade Contractor's reports described in the three preceding Subsections.

### 3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 The Trade Contractor shall provide competent supervision for the performance of the Trade Contract Work. Before commencing the Trade Contract Work, Trade Contractor shall notify Owner and Construction Manager in writing of the name and qualifications of its proposed superintendent(s) and project manager so Owner and Construction Manager may review the individual's qualifications. If, for reasonable cause, the Owner or Construction Manager refuses to approve the individual, or withdraws its approval after once giving it, Trade Contractor shall name a different superintendent or project manager for Owner's and Construction Manager's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

3.4.2 The Trade Contractor shall be responsible to the Owner for acts or omissions of parties or entities performing portions of the Trade Contract Work for or on behalf of the Trade Contractor or any of its Subcontractors.

3.4.3 The Trade Contractor shall permit only qualified persons to perform the Trade Contract Work. The



Trade Contractor shall enforce safety procedures, strict discipline and good order among persons performing the Trade Contract Work. If the Owner or Construction Manager determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Trade Contractor shall immediately reassign the person on receipt of the Owner's or Construction Manager's written notice to do so.

**3.4.4 TRADE CONTRACTOR'S REPRESENTATIVE** The Trade Contractor's authorized representative is . The Trade Contractor's representative shall possess full authority to receive instructions from the Owner and to act on those instructions. The Trade Contractor shall notify the Owner and the Construction Manager in writing of a change in the designation of the Trade Contractor's representative. The Trade Contractor's representative is also authorized to bind the Trade Contractor in all matters relating to this Agreement including, without limitation, all matters requiring the Trade Contractor's approval, authorization, or written notice. The Trade Contractor's representative is also authorized to resolve disputes in accordance with Section 12.2 of this Agreement.

### 3.5 MATERIALS FURNISHED BY THE OWNER OR OTHERS

**3.5.1** In the event the Trade Contract Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Trade Contractor to examine the items so provided and thereupon handle, store and install the items, unless otherwise provided in the Trade Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Trade Contractor shall be the responsibility of the Trade Contractor and may be deducted from any amounts due or to become due the Trade Contractor. Any defects discovered in such materials or equipment shall be reported at once to the Owner and Construction Manager. Following receipt of written notice from the Trade Contractor of defects, the Owner shall promptly inform the Trade Contractor what action, if any, the Trade Contractor shall take with regard to the defects.

### 3.6 TESTS AND INSPECTIONS

**3.6.1** The Trade Contractor shall schedule all required tests, approvals and inspections of the Trade Contract Work or portions thereof at appropriate times so as not to delay the progress of the Trade Contract Work or other work related to the Project. The Trade Contractor shall give proper notice to the Construction Manager and to all required parties of such tests, approvals and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in subsection 3.6.3, the Owner shall bear all expenses associated with tests, inspections and approvals required by the Trade Contract Documents, which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Trade Contract Documents, required certificates of testing, approval or inspection shall be secured by the Trade Contractor and promptly delivered to the Owner and Construction Manager.

**3.6.2** If the Owner, Construction Manager or appropriate authorities determine that tests, inspections or approvals in addition to those required by the Trade Contract Documents will be necessary, the Trade Contractor shall arrange for the procedures and give timely notice to the Owner, Construction Manager and Others who may observe the procedures. Costs of the additional tests, inspections or approvals are at the Owner's expense except as provided in subsection 3.6.3.

**3.6.3** If the procedures described in subsections 3.6.1 and 3.6.2 indicate that portions of the Trade Contract Work fail to comply with the Trade Contract Documents, the Trade Contractor shall be responsible for costs of correction and retesting.

### 3.7 WARRANTY



3.7.1 The Trade Contract Work shall be executed in accordance with the Trade Contract Documents in a workmanlike manner. The Trade Contractor warrants that all materials and equipment shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Trade Contract Work and shall be new unless otherwise specified, of good quality, in conformance with the Trade Contract Documents, and free from defective workmanship and materials. At the Owner's or Construction Manager's request, the Trade Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Trade Contractor further warrants that the Trade Contract Work shall be free from material defects not intrinsic in the design or materials required in the Trade Contract Documents. The Trade Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Trade Contractor's warranty pursuant to this section shall commence on the Date of Substantial Completion.

3.7.2 The Trade Contractor shall obtain from its Subcontractors and material suppliers any special or extended warranties required by the Trade Contract Documents. All such warranties shall be listed in an attached Exhibit to this Agreement.

### 3.8 CORRECTION OF TRADE CONTRACT WORK WITHIN ONE YEAR

3.8.1 If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Trade Contract Work, any Defective Work is found, the Owner shall promptly notify the Trade Contractor in writing. Unless the Owner provides written acceptance of the condition, the Trade Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the Owner discovers and does not promptly notify the Trade Contractor or give the Trade Contractor an opportunity to test or correct Defective Work as reasonably requested by the Trade Contractor, the Owner waives the Trade Contractor's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.8.2 With respect to any portion of Trade Contract Work first performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Trade Contract Work. Correction periods shall not be extended by corrective work performed by the Trade Contractor.

3.8.3 If the Trade Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Trade Contract Work in section 11.2. In such case, an appropriate Trade Contract Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Trade Contractor. If payments then or thereafter due Trade Contractor are not sufficient to cover such amounts, the Trade Contractor shall pay the difference to the Owner.

3.8.4 If after the one-year correction period but before the applicable limitation period the Owner discovers any Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Trade Contractor. If the Trade Contractor elects to correct the Defective Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner. The Trade Contractor shall complete the correction of Defective Work within a time frame mutually agreed upon by the Trade Contractor and the Owner. If the Trade Contractor does not elect to correct the Defective Work, the Owner may have the Defective Work corrected by itself or Others and charge the Trade Contractor for the reasonable cost of the correction and other directly related



expenses. Owner shall provide Trade Contractor with an accounting of correction costs it incurs.

3.8.5 If the Trade Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, the Trade Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

3.8.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Trade Contractor's other obligations under the Trade Contract Documents.

3.8.7 Prior to final payment, at the Owner's option and with the Trade Contractor's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work. Before the Owner accepts any such change it must be documented in writing with a Change Order signed by both the Trade Contractor and Owner.

### 3.9 CORRECTION OF COVERED TRADE CONTRACT WORK

3.9.1 On request of the Owner or Construction Manager, Trade Contract Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's or Construction Manager's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Trade Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Trade Contract Work proves to be defective, the Trade Contractor shall pay the costs of uncovering and replacement.

3.9.2 If contrary to specific requirements in the Trade Contract Documents or contrary to a specific request from the Owner or Construction Manager, a portion of the Trade Contract Work is covered, the Owner or Construction Manager, by written request, may require the Trade Contractor to uncover the Trade Contract Work for the Owner's or Construction Manager's observation. In this circumstance the Trade Contract Work shall be uncovered and recovered at the Trade Contractor's expense and with no adjustment to the Trade Contract Time. Costs incurred by the Owner as a direct result of the above shall be deducted from the Trade Contract Price.

### 3.10 SAFETY OF PERSONS AND PROPERTY

3.10.1 SAFETY PRECAUTIONS AND PROGRAMS The Trade Contractor shall have overall responsibility for safety precautions and programs in the performance of the Trade Contract Work. While this section establishes the responsibility for safety between the Owner and Trade Contractor, it does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.10.2 The Trade Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.10.2.1 its employees and other persons at the Worksite;

3.10.2.2 materials and equipment stored at on-site or off-site locations for use in the Trade Contract Work; and

3.10.2.3 property located at the site and adjacent to Trade Contract Work areas, whether or not the property is part of the Trade Contract Work.

3.10.3 TRADE CONTRACTOR'S SAFETY REPRESENTATIVE The Trade Contractor's Worksite Safety Representative is who shall act as the Trade Contractor's authorized safety representative with a duty



to prevent accidents in accordance with subsection 3.10.2 If no individual is identified in this section, the authorized safety representative shall be the Trade Contractor's Representative. The Trade Contractor shall report immediately in writing to the Owner and Construction Manager all recordable accidents and injuries occurring at the Worksite. When the Trade Contractor is required to file an accident report with a public authority, the Trade Contractor shall furnish a copy of the report to the Owner and Construction Manager.

3.10.4 The Trade Contractor shall provide the Owner and Construction Manager with copies of all notices required of the Trade Contractor by law or regulation. The Trade Contractor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.10.5 Damage or loss not insured under property insurance which may arise from the Trade Contract Work, to the extent caused by the negligent acts or omissions of the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, shall be promptly remedied by the Trade Contractor.

3.10.6 If the Owner or Construction Manager deems any part of the Trade Contract Work or Worksite unsafe, the Owner or Construction Manager, without assuming responsibility for the Trade Contractor's safety program, may require the Trade Contractor to stop performance of the Trade Contract Work or take corrective measures satisfactory to the Owner, or both. If the Trade Contractor does not adopt corrective measures, the Owner may perform them and deduct their cost from the Trade Contract Price. The Trade Contractor agrees to make no claim for damages, for an increase in the Trade Contract Price or for a change in the Trade Contract Time based on the Trade Contractor's compliance with the Owner's or Construction Manager's reasonable request.

### 3.11 EMERGENCIES

3.11.1 In an emergency, the Trade Contractor shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Trade Contract Price or Trade Contract Time resulting from the actions of the Trade Contractor in an emergency situation shall be determined as provided in ARTICLE 8.

### 3.12 HAZARDOUS MATERIALS

3.12.1 The Trade Contractor shall not be obligated to commence or continue Trade Contract Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.12.2 If after the commencement of the Trade Contract Work a Hazardous Material is discovered at the Worksite, the Trade Contractor shall be entitled to immediately stop Trade Contract Work in the affected area. The Trade Contractor shall report the condition to the Owner, the Construction Manager, and, if required, the government agency with jurisdiction.

3.12.3 The Trade Contractor shall not be required to perform any Trade Contract Work relating to or in the area of Hazardous Material without written mutual agreement.

3.12.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the Hazardous Material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effects upon the Trade Contract Work. The Trade Contractor shall resume Trade Contract Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless



and only after approval, if necessary, of the governmental agency with jurisdiction.

3.12.5 If the Trade Contractor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Trade Contractor shall be entitled to an equitable adjustment in the Trade Contract Price or the Trade Contract Time.

3.12.6 To the extent not caused by the negligent acts or omissions of the Trade Contractor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall defend, indemnify and hold harmless the Trade Contractor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against any and all direct claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to section 6.6, arising out of or relating to the performance of the Trade Contract Work in any area affected by Hazardous Material. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

### 3.12.7 MATERIALS BROUGHT TO THE WORKSITE

3.12.7.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Trade Contract Work, whether obtained by the Trade Contractor, Subcontractors, the Owner or Others, shall be maintained at the Worksite by the Trade Contractor and made available to the Owner, Construction Manager, Subcontractors and Others.

3.12.7.2 The Trade Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Trade Contractor in accordance with the Trade Contract Documents and used or consumed in the performance of the Trade Contract Work.

3.12.7.3 The Trade Contractor shall indemnify and hold harmless the Owner, Construction Manager, their agents, officers, directors and employees, from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Trade Contractor in accordance or not in accordance with the Trade Contract Documents. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

3.12.8 The terms of this section shall survive the completion of the Trade Work or any termination of this Agreement.

### 3.13 SUBMITTALS

3.13.1 The Trade Contractor shall submit to the Construction Manager, and the Design Professional, for review and approval all shop drawings, samples, product data and similar submittals required by the Trade Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDocs 200.2 and subsection 4.4.1. The Trade Contractor shall be responsible to the Owner for the accuracy and conformity of its submittals to the Trade Contract Documents. The Trade Contractor shall prepare and deliver its submittals in a manner consistent with the Construction Schedule and in such time and sequence so as not to delay the performance of the Trade Contract Work or the work of the Owner and Others. When the Trade Contractor delivers its submittals the Trade Contractor shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Trade Contract Documents. The review and approval of any Trade Contractor



submittal shall not be deemed to authorize changes, deviations or substitutions from the requirements of the Trade Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution or change. To the extent a change, deviation or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Further, the Construction Manager and Design Professional shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to the Trade Contractor. In the event that the Trade Contract Documents do not contain submittal requirements pertaining to the Trade Contract Work, the Trade Contractor agrees upon request to submit in a timely fashion to the Construction Manager and the Design Professional for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Owner, Construction Manager, or Design Professional.

3.13.2 The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.13.3 The Trade Contractor shall perform all Trade Contract Work strictly in accordance with approved submittals. Approval of shop drawings is not authorization to Trade Contractor to perform Changed Work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve the Trade Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

3.13.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained by the Trade Contractor at the Project site and available to the Owner upon request: drawings, specifications, addenda, Trade Contract Change Order and other modifications, and required submittals including product data, samples and shop drawings.

3.13.5 No substitutions shall be made in the Trade Contract Work unless permitted in the Trade Contract Documents and then only after the Trade Contractor obtains approvals required under the Trade Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Owner and, if applicable, provide for an adjustment in the Contract Price or Contract Time.

3.13.6 The Trade Contractor shall prepare and submit to the Construction Manager for submission to the Owner

(Check one only)

- ☒ final marked up as-built drawings
- ☐ updated electronic data, in accordance with ConsensusDocs 200.2 and section 4.4.1
- ☐ such documentation as defined by the Parties by attachment to this Agreement,

in general documenting how the various elements of the Trade Contract Work were actually constructed or installed.

### 3.14 PROFESSIONAL SERVICES

3.14.1 The Trade Contractor may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures for such services specifically called for by the Contract Documents. The Trade Contractor shall obtain these professional services and any design certifications required from State of Iowa licensed design professionals. All drawings, specifications, calculations, certifications and submittals prepared by such



design professionals shall bear the signature and seal of such design professionals and the Owner and the Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of such design services. If professional services are specifically required by the Contract Documents, the Owner shall indicate all required performance and design criteria. The Trade Contractor shall not be responsible for the adequacy of such performance and design criteria. The Trade Contractor shall not be required to provide such services in violation of existing laws, rules and regulations in the jurisdiction where the Project is located.

### 3.15 WORKSITE CONDITIONS

3.15.1 WORKSITE VISIT The Trade Contractor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Trade Contract Work.

3.15.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other concealed physical conditions which are materially different from those indicated in the Trade Contract Documents, or (b) unusual and unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Trade Contract Work provided for in the Trade Contract Documents, the Trade Contractor shall stop Trade Contract Work and give immediate written notice of the condition to the Owner, Construction Manager and the Design Professional. The Trade Contractor shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in this article. The Trade Contractor shall provide the Owner and the Construction Manager with written notice of any claim as a result of unknown conditions within the time period set forth in section 8.4.

### 3.16 PERMITS AND TAXES

3.16.1 Trade Contractor shall give public authorities all notices required by law and, except for permits and fees which are the responsibility of the Owner pursuant to section 4.2, shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Trade Contract Work. Trade Contractor shall provide to Owner copies of all notices, permits, licenses and renewals required under this Agreement.

3.16.2 Trade Contractor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Trade Contract Work provided by the Trade Contractor.

3.16.3 The Contract Price or Contract Time shall be equitably adjusted by Trade Contract Change Order for additional costs resulting from any changes in laws, ordinances, rules and regulations enacted after the date of this Agreement, including increased taxes.

3.16.3 (Deleted)

### 3.17 CUTTING, FITTING AND PATCHING

3.17.1 The Trade Contractor shall perform cutting, fitting and patching necessary to coordinate the various parts of the Trade Contract Work and to prepare its Trade Contract Work for the work of the Owner or Others.

3.17.2 Cutting, patching or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

### 3.18 CLEANING UP

3.18.1 The Trade Contractor shall regularly remove debris and waste materials at the Worksite resulting



from the Trade Contract Work. Prior to discontinuing Trade Contract Work in an area, the Trade Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Trade Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Trade Contract Work, the Trade Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.18.2 If the Trade Contractor fails to commence compliance with cleanup duties within two (2) business Days after written notification from the Owner or the Construction Manager of noncompliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Trade Contractor in the next payment period.

3.19 ACCESS TO TRADE CONTRACT WORK The Trade Contractor shall facilitate the access of the Owner, Construction Manager, Design Professional and Others to Trade Contract Work in progress.

3.20 COST MONITORING The Trade Contractor shall provide the Construction Manager with cost monitoring information appropriate for the manner of Trade Contractor's compensation, to enable the Construction Manager to develop and track construction and project budgets, including amounts for work in progress, uncompleted work and proposed changes.

3.21 ROYALTIES, PATENTS AND COPYRIGHTS The Trade Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Trade Contractor and incorporated in the Trade Contract Work. The Trade Contractor shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify and hold the Trade Contractor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner, Construction Manager and Design Professional. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

3.22 CONFIDENTIALITY The Owner shall treat as confidential information all of the Trade Contractor's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement if they are specified and marked as confidential and shall mark them. If a document is not marked as "Confidential" it will not be treated as such. Nothing contained herein, however, shall be interpreted in a manner that modifies or is in conflict with the purpose and application of the open records laws contained in the Code of Iowa.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### 4.1 INFORMATION SERVICES

4.1.1 FULL INFORMATION Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Trade Contract Work.

4.1.2 FINANCIAL INFORMATION Upon the written request of the Trade Contractor, the Owner shall provide the Trade Contractor with evidence of Project financing. If requested in writing, evidence of such financing shall be a condition precedent to the Trade Contractor's commencing or continuing the Trade Contract Work. The Trade Contractor shall be notified by the Owner prior to any material change in Project financing.

4.1.3 WORKSITE INFORMATION Except to the extent that the Trade Contractor knows of any inaccuracy, the Trade Contractor is entitled to rely on Worksite information furnished by the Owner pursuant to this subsection. To the extent the Owner has obtained, or is required elsewhere in the



Trade Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.1.3.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions and environmental studies, reports and investigations;

4.1.3.2 tests, inspections and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical and chemical tests, required by the Trade Contract Documents or by law; and

4.1.3.3 any other information or services requested in writing by the Trade Contractor which are relevant to the Trade Contractor's performance of the Trade Contract Work and under the Owner's control. The information required by subsection 4.1.3 shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Trade Contract Work. Utility details shall include available services, lines at the Worksite and adjacent and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Trade Contractor in laying out the Trade Contract Work. The Trade Contractor shall in writing request from the Owner any information identified in Paragraph 4.1.3 that the Trade Contractor believes the Owner has obtained but has not provided to the Trade Contractor.

4.1.3.4 OWNER'S REPRESENTATIVE The Owner's representative is test. The Owner's representative shall have authority to bind the Owner in all matters relating to this Agreement including, without limitation, all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative as listed above, the Owner shall notify the Trade Contractor in advance in writing. The Owner's Representative is also authorized to resolve disputes in accordance with Section 12.2 of this Agreement. The Construction Manager, while unauthorized to modify the Agreement or settle a dispute without the Owner's approval, however, does have the requisite authority to act as the Owner's agent throughout the construction of the Project in accordance with the contract between the Owner and the Construction Manager (ConsensusDOCS 801 as modified by the State of Iowa).

4.2 BUILDING PERMIT, FEES AND APPROVALS Except for those permits and fees related to the Trade Contract Work which are the responsibility of the Trade Contractor pursuant to subsection 3.16.1, the Owner shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.3 Deleted

4.4 TRADE CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide One (1) copies of the Trade Contract Documents to the Trade Contractor without cost. Additional copies will be provided to the Trade Contractor at cost. This paragraph is not intended to be in conflict with Iowa Code Section 26.3 requirement that a sufficient number of copies of the contract documents be made available to bidders without charge (but a deposit not to exceed \$250 per set may be required). If the Trade Contractor was required to make a deposit for a set of Trade Contract Documents for purposes of bidding then the Trade Contractor may elect to have the deposit returned instead of being provided with an additional copy.



4.4.1 DIGITIZED DOCUMENTS If the Owner requires that the Owner, Design Professional, Construction Manager and Trade Contractor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional, Construction Manager and Trade Contractor shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate Agreement, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software and services; (d) acceptable formats, transmission methods and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.5 OWNER'S CUTTING AND PATCHING Cutting, patching or altering the Trade Contract Work by the Owner or Others shall be done with the prior written approval of the Trade Contractor, which approval shall not be unreasonably withheld.

4.6 OWNER'S RIGHT TO CLEAN UP In case of a dispute between the Trade Contractor and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) business Days' notice and allocate the cost among those responsible during the following pay period.

4.7 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Trade Contractor, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Trade Contractor incurs additional costs or is delayed due to such loss or damage, the Trade Contractor shall be entitled to an equitable adjustment in the Trade Contract Price or Trade Contract Time.

## ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Trade Contract Work not performed by the Trade Contractor with its own forces shall be performed by Subcontractors.

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE TRADE CONTRACT WORK

5.2.0 The Trade Contractor must identify all Subcontractors and suppliers within 48 hours of the published date and time for which bids must be submitted, in accordance with Iowa Code Section 8A.311, as amended by House File 646 in 2011. Subcontractors and suppliers may not be changed without the approval of the Owner. Requests for changing a Subcontractor or supplier must identify the reason for the proposed change, the name of the new Subcontractor or supplier, and the change in the subcontractor or supplier price as a result of the change. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract Price via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

5.2.1 If the Owner has a reasonable objection to any proposed subcontractor or material supplier, the Owner shall notify the Trade Contractor in writing.

5.2.2 If the Owner has reasonably and promptly objected as provided in subsection 5.2.1, the Trade Contractor shall not contract with the proposed subcontractor or material supplier, and the Trade Contractor shall propose another Subcontractor acceptable to the Owner. To the extent the substitution results in an increase or decrease in the Trade Contract Price or Trade Contract Time, an appropriate



Trade Contract Change Order shall be issued as provided in ARTICLE 8.

**5.3 BINDING OF SUBCONTRACTORS** The Trade Contractor agrees to bind every Subcontractor (and require every Subcontractor to so bind its subcontractors) to all the provisions of this Agreement and the Trade Contract Documents as they apply to the Subcontractor's portion of the Trade Contract Work.

**5.4 Deleted**

#### **5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**5.5.1** If this Agreement is terminated, each subcontract agreement shall be assigned by the Trade Contractor to the Owner, subject to the prior rights of any surety, provided that:

**5.5.1.1** this Agreement is terminated by the Owner pursuant to sections 11.3 or 11.4; and

**5.5.1.2** the Owner accepts such assignment after termination by notifying the Subcontractor and Trade Contractor in writing, and assumes all rights and obligations of the Contractor pursuant to each subcontract agreement.

**5.5.2** If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

### **ARTICLE 6 TRADE CONTRACT TIME**

#### **6.1 PERFORMANCE OF THE TRADE CONTRACT WORK**

**6.1.1 DATE OF COMMENCEMENT** The Date of Commencement is the date of Owner's written notice to proceed unless otherwise set forth below:

**6.1.2 TIME** Substantial Completion of the Trade Contract Work shall be achieved in xxx (xx) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Trade Contractor shall achieve Final Completion within 30 Days after the date of Substantial Completion, subject to adjustments as provided for in the Trade Contract Documents.

**6.1.3** Time limits stated above are of the essence of this Agreement.

**6.1.4** Unless instructed by the Owner in writing, the Trade Contractor shall not knowingly commence the Trade Contract Work before the effective date of insurance to be provided by the Trade Contractor and Owner as required by the Trade Contract Documents.

**6.2 CONSTRUCTION SCHEDULE** Prior to the commencement of the construction of the Trade Contract Work, the Trade Contractor shall submit a copy of its critical path method (CPM) construction schedule showing the completion of the Trade Contract Work within the allowable number of days identified above. The Trade Contractor shall regularly update its CPM construction schedule for the Trade Contract Work and promptly furnish the Construction Manager on an ongoing basis scheduling information requested by the Construction Manager for the Trade Contract Work. In consultation with the Trade Contractor, the Construction Manager shall incorporate the Trade Contract Work and work of other trade contractors into an overall Construction Schedule for the entire Project. The Trade Contractor shall be bound by the Construction. Nothing in this Trade Contractor Agreement shall relieve the Trade Contractor of any liability for any unexcused failure to comply with its original schedule, the Construction Schedule, or any completion dates. The Construction Manager shall have the right to coordinate the Trade Contractors, including the right, if necessary, to change the time, order and priority in which the various portions of the Trade Contract Work and the other work associated with the Project shall be performed.



## 6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If the Trade Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Trade Contractor, the Trade Contractor shall be entitled to an equitable extension of the Trade Contract Time if the Trade Contractor is able to show that the critical path of the Trade Contract Work was delayed by causes beyond the control of the Trade Contractor. Examples of causes beyond the control of the Trade Contractor include, but are not limited to, the following: acts or omissions of the Owner, the Design Professional, Construction Manager or Others; changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Trade Contractor; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Owner pending dispute resolution; and suspension by the Owner under section 11.1. The Trade Contractor shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 8.

6.3.2 In addition, if the Trade Contractor is able to show that it incurred additional costs because the critical path of the Trade Contract Work was delayed by acts or omissions of the Owner, the Design Professional, Construction Manager or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution or suspension by the Owner under section 11.1, then the Trade Contractor shall be entitled to an equitable adjustment in the Trade Contract Price subject to section 6.6.

6.3.3 NOTICE OF DELAYS In the event delays to the Trade Contract Work are encountered for any reason, the Trade Contractor shall provide prompt written notice to the Owner and the Construction Manager of the cause of such delays after Trade Contractor first recognizes the delay. The Owner and Trade Contractor agree to undertake reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If the Trade Contractor believes it is due an equitable extension of Trade Contract Time or an equitable adjustment in Trade Contract Price as a result of a delay described in subsection 6.3.1, the Trade Contractor shall give the Owner and the Construction Manager written notice of the claim in accordance with section 8.4. If the Trade Contractor causes delay in the completion of the Trade Contract Work, the Owner shall be entitled to recover its additional costs subject to subsection 6.6. The Owner shall process any such claim against the Trade Contractor in accordance with ARTICLE 8.

## 6.5 LIQUIDATED DAMAGES

6.5.1 SUBSTANTIAL COMPLETION The Owner and the Trade Contractor agree that this Agreement ☐ shall / ☒ shall not (indicate one) provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.5.1.1 The Trade Contractor understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Trade Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Trade Contractor agrees that if the Date of Substantial Completion is not attained the Trade Contractor shall pay the Owner Zero Dollars and No Cents (\$0.00) as liquidated damages and not as a penalty for each day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all



extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.5.2 FINAL COMPLETION The Owner and the Trade Contractor agree that this Agreement ☐ shall / ☒ shall not (indicate one) provide for the imposition of liquidated damages based on the Date of Final Completion.

6.5.2.1 The Trade Contractor understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Trade Change Order is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Trade Contractor agrees that if the Date of Final Completion is not attained the Trade Contractor shall pay the Owner Zero Dollars and No Cents (\$0.00) as liquidated damages and not as a penalty for each day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.5.3 OTHER LIQUIDATED DAMAGES The Owner and the Trade Contractor may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in Section 6.5 and excluding losses covered by insurance required by the Trade Contract Documents, the Owner and the Trade Contractor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Trade Contractor agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.6.1 The following items of damages are excluded from this mutual waiver: The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Trade Contractor shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

## ARTICLE 7 TRADE CONTRACT PRICE

7.1 LUMP SUM As full compensation for performance by the Trade Contractor of the Work in conformance with the Contract Documents, the Owner shall pay the Trade Contractor the lump sum price of: XX dollars and XX cents (\$XX.XX). The lump sum price is hereinafter referred to as the Trade Contract Price, which shall be subject to increase or decrease as provided in article 8.

Lump Sum Price includes Base Bid of \$X.XX and Alternate #XX for {alternate description} for \$X.XX for a total Lump Sum Price of \$X.XX.

### 7.2 ALLOWANCES

7.2.1 All allowances stated in the Trade Contract Documents shall be included in the Trade Contract Price. The Owner shall select allowance items in a timely manner so as not to delay the Trade Contract



Work.

7.2.2 Allowances shall include the costs of materials, supplies and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Trade Contractor's Overhead and profit for the allowances shall be included in the Trade Contract Price, but not in the allowances. The Trade Contract Price shall be adjusted by Trade Contract Change Order to reflect the actual costs when they are greater than or less than the allowances.

## ARTICLE 8 CHANGES

Changes in the Trade Contract Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Trade Contract Change Order, and Trade Contract Interim Directed Change.

### 8.1 TRADE CHANGE ORDER

8.1.1 The Owner may order or the Trade Contractor may request changes in the Trade Contract Work or the timing or sequencing of the Trade Contract Work that impacts the Trade Contract Price or the Trade Contract Time. All such changes in the Trade Contract Work that affect Trade Contract Time or Trade Contract Price shall in the form of a Trade Contract Change Order. Any such requests for a change in the Trade Contract Price or the Trade Contract Time shall be processed in accordance with this article 8. Trade Contract Change Orders shall be executed on the ConsensusDOCS 813 - Trade Contract Change Order (CM as Owner's Agent) with attachments as necessary.

8.1.2 The Owner, with the assistance of the Construction Manager, and the Trade Contractor shall negotiate in good faith an appropriate adjustment to the Trade Contract Price or the Trade Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Trade Contract Change Order and any adjustment in the Trade Contract Price or Trade Contract Time shall not be unreasonably withheld.

### 8.2 TRADE CONTRACT INTERIM DIRECTED CHANGE

8.2.1 The Construction Manager may issue a written Trade Contract Interim Directed Change signed by the Owner directing a change in the Trade Contract Work prior to reaching agreement with the Trade Contractor on the adjustment, if any, in the Trade Contract Price or the Trade Contract Time.

8.2.2 The Owner, with the assistance of the Construction Manager, and the Trade Contractor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Trade Contract Price or the Trade Contract Time arising out of a Trade Contract Interim Directed Change. As the Trade Contract Changed Work is performed, the Trade Contractor shall submit its costs for such work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Trade Contract Interim Directed Change. If there is a dispute as to the cost to the Owner, the Trade Contractor shall continue to perform the Trade Contract Changed Work set forth in the Trade Contract Interim Directed Change and the Owner shall pay the requirements Trade Contractor the Cost of the Work, defined in 8.3.1.3 below upon receipt of an application for payment and the Owner's (and the Architect's and construction manger's) determination that the work has been completed. The Parties reserve their rights as to the disputed amount, subject to the requirements ARTICLE 12.

8.2.3 When the Owner and the Trade Contractor agree upon the adjustment in the Trade Contract Price or the Trade Contract Time, for a change in the Trade Contract Work directed by a Trade Contract Interim Directed Change, such agreement shall be the subject of a Trade Contract Change Order. The



Trade Contract Change Order shall include all outstanding Trade Contract Interim Directed Changes on which the Owner and Trade Contractor have reached agreement on Contract Price or Contract Time issued since the last Trade Contract Change Order.

### 8.3 DETERMINATION OF COST

8.3.1 An increase or decrease in the Trade Contract Price or the Trade Contract Time resulting from a change in the Trade Contract Work shall be determined by one or more of the following methods:

8.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

8.3.1.2 a mutually accepted, itemized lump sum;

8.3.1.3 COST OF THE WORK Cost of the Work as defined by this subsection plus 10.0 % for Overhead and 5.0 % for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work

8.3.1.3.1 wages paid for labor in the direct employ of the Constructor in the performance of the Work;

8.3.1.3.2 salaries of the Trade Contractor's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office performing the functions listed below;

8.3.1.3.3 cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Trade Contractor's standard personnel policy, insofar as such costs are paid to employees of the Trade Contractor who are included in the Cost of the Work in subsections .1 and .2 immediately above;

8.3.1.3.4 reasonable transportation, travel, and hotel expenses of the Trade Contractor's personnel incurred in connection with the Work;

8.3.1.3.5 cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling;

8.3.1.3.6 payments made by the Trade Contractor to Subcontractors for Work performed under this Agreement;

8.3.1.3.7 cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of the Trade Contractor;

8.3.1.3.8 rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Trade Contractor or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Trade Contractor or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

8.3.1.3.9 cost of the premiums for all insurance and surety bonds which the Trade Contractor is



required to procure or deems necessary, and approved by the Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.3.1.3.10 sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which the Trade Contractor is liable;

8.3.1.3.11 permits, fees, licenses, tests, and royalties;

8.3.1.3.12 reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work;

8.3.1.3.13 all water, power, and fuel costs necessary for the Work;

8.3.1.3.14 cost of removal of all nonhazardous substances, debris, and waste materials;

8.3.1.3.15 all costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the Changed Work;

8.3.1.3.16 DISCOUNTS All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Constructor, all cash discounts shall accrue to the Constructor. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

8.3.1.3.17 COST REPORTING The Trade Contractor shall maintain in conformance with generally accepted accounting principles a complete and current set of records that are prepared or used by the Trade Contractor to calculate the Cost of Work. The Owner and Construction Manager shall be afforded access to the Trade Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. The Trade Contractor shall preserve all such records for a period of three years after the final payment or longer where required by law;

8.3.1.3.18 COST AND SCHEDULE ESTIMATES The Trade Contractor shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy

8.3.1.4 If an increase or decrease cannot be agreed to as set forth in Clauses .1 through .3 above, and the Owner or the Construction Manager issues a Trade Contract Interim Directed Change, the cost of the change in the Trade Contract Work shall be determined by the reasonable actual expense and savings of the performance of the Work resulting from the change. If there is a net increase in the Trade Contract Price, the Trade Contractor's Fee shall be adjusted accordingly. In case of a net decrease in the Trade Contract Price, the Trade Contractor's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Trade Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.3.2 If unit prices are set forth in the Trade Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Trade Change Order that the original unit prices will cause substantial inequity to the Owner or the Trade Contractor, such unit prices shall be equitably adjusted.

8.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in subsection 6.3.2 and section 6.4 for



any claim for an increase in the Trade Contract Price or the Trade Contract Time, the Trade Contractor shall give the Owner and the Construction Manager written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after the Trade Contractor first recognizes (or should have recognized) the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Trade Contract Work. Thereafter, the Trade Contractor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a period of time. The Owner or Construction Manager shall respond in writing denying or approving the Trade Contractor's claim no later than fourteen (14) Days after receipt of the Trade Contractor's claim. Any change in the Trade Contract Price or the Trade Contract Time resulting from such claim shall be authorized by Trade Contract Change Order.

## ARTICLE 9 PAYMENT

9.1 GENERAL PROVISIONS Within fourteen (14) calendar Days from the date of execution of this Agreement, the Trade Contractor shall prepare and submit to the Construction Manager for approval a Schedule of Values apportioned to the various divisions or phases of the Trade Contract Work. Each line item contained in the Schedule of Values shall be assigned a monetary price such that the total of all such items shall equal the Trade Contract Price. The Schedule of Values shall be prepared in such detail and be supported by such documents and proof as may be required by the Construction Manager.

### 9.2 PROGRESS PAYMENTS

9.2.1 APPLICATIONS The Trade Contractor shall submit to the Construction Manager monthly notarized applications for payment. Trade Contractor's applications for payment shall be itemized and supported by the Trade Contractor's Schedule of Values and any other substantiating data as required by this Trade Contractor Agreement or requested by the Construction Manager or Design Professional. Payment applications may include payment requests on account of properly authorized Trade Contract Change Orders and Interim Directed Changes. The progress payment application shall include Trade Contract Work performed through the preceding calendar month. The Construction Manager will review the application and recommend to the Design professional and the Owner amounts payable by the Owner to the Trade Contractor. The Owner, in accordance with the determination of the Design Professional, shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than thirty (30) calendar Days after the payment application, or portion thereof, is approved the Design Professional. The Owner may deduct, from any progress payment, such amounts as may be retained pursuant to subsection 9.2.4 below.

9.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Trade Contractor of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the site.

### 9.2.3 CLAIM WAIVERS

9.2.3.1 PARTIAL CLAIMWAIVERS AND AFFIDAVITS As a prerequisite for payment, the Trade Contractor shall provide, in a form satisfactory to the Owner and the Construction Manager, partial claim waivers in the amount of the application for payment and affidavits from the Trade Contractor, and its Subcontractors, Material Suppliers for the completed Trade Contract Work.



Such waivers shall be effective upon payment. In no event shall the Trade Contractor be required to sign an unconditional waiver of claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

9.2.4 RETAINAGE From each progress payment made to the Trade Contractor has the Owner shall retain FIVE (5) percent of the amount otherwise due after deduction of any amounts as provided in section 9.3 and in no event shall such percentage exceed any applicable statutory requirements of this Agreement. Retainage shall be withheld and administered in accordance with Iowa Code Chapter 572:

9.3 ADJUSTMENT OF TRADE CONTRACTOR'S PAYMENT APPLICATION The Owner or the Construction Manager, upon notification of the Design Professional, may reject or adjust a Trade Contractor payment application or nullify a previously approved Trade Contractor payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Trade Contractor is responsible therefor under this Trade Contractor Agreement:

9.3.1 the Trade Contractor's repeated failure to perform the Trade Contract Work as required by the Trade Contractor Agreement;

9.3.2 loss or damage arising out of or relating to the Trade Contractor Agreement and caused by the Trade Contractor to the Owner, or to the Construction Manager or others to whom the Owner may be liable;

9.3.3 the Trade Contractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Trade Contract Work;

9.3.4 nonconforming or defective Trade Contract Work which has not been corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Trade Contract Work such that the work will not be completed within the Trade Contract Time, and that the unpaid balance of the Trade Contract Price is not sufficient to offset any liquidated damages or actual damages that may be sustained by the Owner as a result of the anticipated delay caused by the Trade Contractor;

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Trade Contract Price is insufficient to cover the cost to complete the Trade Contract Work; and

9.3.7 third-party claims involving the Trade Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Trade Contractor furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established. No later than thirty (30) Days after receipt of an application for payment, the Owner or Construction Manager shall give written notice to the Trade Contractor, disapproving or nullifying it or a portion thereof, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for amounts previously withheld.

9.4 PAYMENT NOT ACCEPTANCE Payment to the Trade Contractor does not constitute or imply acceptance of any portion of the Trade Contract Work.

9.5 PAYMENT DELAY If for any reason not the fault of the Trade Contractor, the Trade Contractor does not receive a progress payment from the Owner sixty (60) calendar Days after the time such payment is due, as defined in Subparagraph 9.2.1, then the Trade Contractor, upon giving within seven (7) calendar Days after written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop its Trade Contract Work until payment of the full amount owing to the Trade Contractor has been received. The



Trade Contract Price and Trade Contract Time shall be equitably adjusted by a Trade Contract Change Order to reflect reasonable cost and delay resulting from shutdown, delay and start-up.

## 9.6 SUBSTANTIAL COMPLETION

9.6.1 The Trade Contractor shall notify the Owner, the Construction Manager and the Design Professional when it considers Substantial Completion of the Trade Contract Work or a designated portion to have been achieved. The Construction Manager and the Design Professional shall promptly conduct an inspection to determine whether the Trade Contract Work or designated portion can be occupied or utilized for its intended use by the Owner without excessive interference in completing any remaining unfinished Trade Contract Work by the Trade Contractor. If the Construction Manager and the Design Professional determine that the Trade Contract Work or designated portion has not reached Substantial Completion, the Design Professional, and the Construction Manager, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or utilize the Trade Contract Work or designated portion for its intended use. The Trade Contractor shall promptly complete all items on the list.

9.6.2 When Substantial Completion of the Trade Contract Work or a designated portion is achieved, the Construction Manager and the Design Professional shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and Trade Contractor for interim items such as security, maintenance, utilities, insurance and damage to the Trade Contract Work. The Owner shall assume all responsibilities for items such as security, maintenance, utilities, and insurance, and damage to the Work. The certificate shall also list the items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted to the Trade Contractor for written acceptance of responsibilities assigned in the Certificate.

9.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Trade Contract Documents shall commence on the date of Substantial Completion of the Trade Contract Work or a designated portion.

9.6.4 Uncompleted items shall be completed by the Trade Contractor by the Final Completion date set forth in the Agreement and/or Construction Schedule. The Trade Contractor may request early release of retainage in accordance with Iowa Code Section 26.13. Payment for completed work and retainage shall be made in accordance with Iowa Code Chapters 26 and 573.

9.7 PARTIAL OCCUPANCY OR USE The Owner may occupy or use completed or partially completed portions of the Trade Contract Work when (a) the portion of the Trade Contract Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Trade Contract Work.

## 9.8 FINAL PAYMENT

9.8.1 APPLICATION Upon acceptance of the Trade Contract Work by the Construction Manager, and approval by the Design Professional, and upon the Trade Contractor furnishing evidence of fulfillment of the Trade Contractor's obligations in accordance with the Trade Contract Documents, the Trade Contractor shall submit its application for final payment. The Construction Manager will review the Trade Contractor's final payment application and recommend to the Design Professional and the Owner an amount payable by the Owner to the Trade Contractor. The Design Professional shall then recommend an amount to be paid by the Owner. Final payment shall be made in accordance with Iowa Code Chapters 26 and 573.



9.8.2 REQUIREMENTS Along with its application for final payment, the Trade Contractor shall furnish to the Construction Manager:

9.8.2.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Trade Contract Work for which the Owner or its property or the Construction Manager or the Owner's surety might in any way be liable, have been paid or otherwise satisfied;

9.8.2.2 consent of the Trade Contractor's surety to final payment;

9.8.2.3 satisfaction of closeout procedures as may be required by the Trade Contractor Agreement;

9.8.2.4 certification (or other writing indicating) that insurance required by the Trade Contractor Agreement is and will remain in effect beyond final payment pursuant to this Trade Contractor Agreement and

9.8.2.5 other data if required by the Owner or Construction Manager, such as receipts, releases, and waivers of liens effective upon payment to the extent and in such form as may be designated by the Owner or Construction Manager. Acceptance of final payment by the Trade Contractor shall constitute a waiver of all claims by the Trade Contractor except those previously made in writing and identified by the Trade Contractor as unsettled at the time of final application for payment.

9.8.3 TIME OF PAYMENT Final payment of the balance of the Trade Contract Price, less any amount retained pursuant to subsection 9.2.4 of this Agreement, and as required by Iowa Code Chapters 26 and 573, which among other things requires that twice the amount of an Iowa Code Chapter 573 subcontractor claim be withheld from final payment, shall be made to the Trade contractor within sixty (60) Days after the Trade Contractor has submitted a complete and accurate application for final payment.

9.8.4 LATE PAYMENT INTEREST Progress payments or final payment due and unpaid under this Trade Contractor Agreement shall bear interest from the date payment is due at the statutory rate prevailing at the place of the Project.

9.9 PAYMENT USE AND VERIFICATION The Trade Contractor is required to pay for all labor, materials and equipment used in the performance of the Trade Contract Work through the most current period applicable to progress payments received. Reasonable evidence, satisfactory to the Construction Manager, may be required to show that all obligations relating to the Trade Contract Work are current before releasing any payment due on the Trade Contract Work. If required by the Construction Manager, before final payment is made for the Trade Contract Work, the Trade Contractor shall submit evidence satisfactory to the Construction Manager that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Trade Contract Work, have been paid or otherwise satisfied as set forth in subsection 9.8.2.

## ARTICLE 10 INDEMNITY, INSURANCE, WAIVERS AND BONDS

### 10.1 INDEMNITY

10.1A To the extent portions of this Article are in conflict with SF 396 (codified at Iowa Code Section 573A.5) said portions are void and unenforceable.

10.1.1 TRADE CONTRACTOR'S INDEMNITY To the fullest extent permitted by law, the Trade Contractor shall indemnify and hold harmless the Owner, the Owner's officers, directors, members,



consultants, agents and employees, from all claims for bodily injury and property damage, other than to the Work itself and other property insured under subsection 10.3.1, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Trade Contractor, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Trade Contractor shall be entitled to reimbursement of any defense costs paid above the Trade Contractor's percentage of liability for the underlying claim to the extent provided for under subsection 10.1.2.

**10.1.2 OWNER'S INDEMNITY** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Trade Contractor, its officers, directors, members, consultants, agents, and employees, from all claims for bodily injury and property damage, other than property insured under subsection 10.3.1, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by Owner, Design Professional or Others, but only to the extent caused by the negligent acts or omissions of the Owner, Design Professional or Others. The Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for under subsection 10.1.1.

**10.1.3 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL INDEMNITY** The Owner shall cause the Construction Manager and the Design Professional to agree to indemnify and hold harmless the Owner from all claims for bodily injury and property damage, other than to the Work itself and other property insured under section 10.3, that may arise from the Construction Manager's or the Design Professional's services, but only to the extent that such claims result from the negligent acts or omissions of the Construction Manager or the Design Professional, respectively, or anyone for whose acts or omissions the Construction Manager or Design Professional, respectively, is liable. Such provisions shall be in a form no less protective of the Parties than the Construction Manager's Indemnity provided in ConsensusDocs 801 (2011) or the Design Professional's indemnity provided in ConsensusDocs 803 (2011) respectively, and shall be reasonably satisfactory to the Owner and the Trade Contractor.

**10.1.4 ADJACENT PROPERTY INDEMNIFICATION** To the extent of the limits of Trade Contractor's Commercial General Liability Insurance specified in subsection 10.2.1 or Zero Dollars and No Cents (\$0.00) whichever is more, the Trade Contractor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorney's fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Trade Contract Work, but only to the extent of the negligent acts or omissions of the Trade Contractor, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

**10.1.5 NO LIMITATION ON LIABILITY** In any and all claims against the Indemnitees by any employee of the Trade Contractor, anyone directly or indirectly employed by the Trade Contractor or anyone for whose acts the Trade Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Trade Contractor under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

## 10.2 TRADE CONTRACTOR'S INSURANCE

**10.2.1** Prior to the start of the Work, the Trade Contractor shall procure and maintain in force Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and



advertising injury, contractual liability, and broad form property damage. The Trade Contractor's liability policies, as required in this Subparagraph 10.2.1, shall be written on an occurrence basis with at least the following limits of liability:

10.2.1.1 Workers' Compensation- amount required by the laws of Iowa

10.2.1.2 Employers' Liability Insurance - \$500,000 or an amount required by Iowa law, whichever is greater.

10.2.1.3 Business Automobile Liability Insurance

a. \$1,000,000 Each Accident

10.2.1.4 Commercial General Liability Insurance

a. \$1,000,000 Each Occurrence b. \$2,000,000 General Aggregate c. \$1,000,000

Products/Completed Operations Aggregate d. \$1,000,000 Personal and Advertising Injury Limit

10.2.2 The Trade Contractor Must also carry and maintain Excess or Umbrella Liability coverage for the policies in subsection 10.2.1 in the amounts as listed below:

Trade Contractor Contract Amount: <\$1,000,000 - \$2 Million Umbrella or more \$1,000,000 - \$5,000,000 - \$5 Million Umbrella or more >\$5,000,000 - \$10 Million Umbrella or more

10.2.3 The Trade Contractor shall maintain in effect all insurance coverage required under subsection 10.2.1 with insurance companies lawfully authorized to do business in Iowa. Such insurance companies shall have a minimum A.M. Best Rating of A-VI (Consult instructions and insurance advisor). If the Trade Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Trade Contractor, or terminate this Agreement.

10.2.4 To the extent commercially available, the policies of insurance required under Subparagraph 10.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) with 10 business days after cancelation of coverage by the insurance company. The Trade Contractor shall maintain completed operations liability insurance for one year after acceptance of the Contract Documents, whichever is longer. Prior to commencement of services, the Trade Contractor shall furnish the Owner with certificates evidencing the required coverages. In addition, if any insurance policy required under subsection 10.2.1 is not to be immediately replaced without a lapse in coverage when it expires, exhausts its limits, or is to be, cancelled, the Trade Contractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

#### 10.2.5 ADDITIONAL LIABILITY COVERAGE

10.2.5.1 The Owner ☒ shall / ☐ shall not (indicate one) require the Trade Contractor to purchase and maintain liability coverage, primary to the Owner's coverage under subsection 10.3.1.

10.2.5.2 If required by subsection 10.2.5.1, the additional liability coverage required of the Trade Contractor shall be:

1. Additional Insured Owner shall be named as an additional insured on Trade Contractor's Commercial General Liability Insurance specified for operations and completed operations,



but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Trade Contractor, or those acting on Trade Contractor's behalf, in the performance of Trade Contractor's Work for.

2. OCP Trade Contractor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on Commercial General Liability Insurance specified or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by the Owner directly or the costs may be reimbursed by the Owner to the Trade Contractor by increasing the Trade Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, the Trade Contractor shall obtain and furnish to the Owner a certificate evidencing that the additional liability coverages have been procured.

10.2.6 PROFESSIONAL LIABILITY INSURANCE To the extent the Trade Contractor is required to procure design services under this Agreement, in accordance with section 3.14, the Trade Contractor shall require the designers to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by any of the Designer's(s') consultants, written for not less than \$1,000,000 per claim and in the aggregate with the deductible not to exceed \$2,000,000. The deductible shall be paid by the Designer.

### 10.3 OWNER'S INSURANCE

10.3.1 Deleted.

10.3.2 Deleted.

### 10.4 PROPERTY INSURANCE

10.4.1 Before the start of Trade Contract Work, the Owner shall obtain and maintain Builder's Risk Policy insurance with minimum coverage limits equal to the full cost of replacement of the Project at the time of loss. This insurance shall also name the Trade Contractor, Subcontractors, Material Suppliers, Construction Manager and Design Professional as insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood (subject to sublimits), earthquake (subject to sublimits), earth movement, water damage, wind damage, testing if applicable, collapse however caused, and shall include coverage for, material, or equipment stored offsite, onsite or in transit. This policy shall provide for a waiver of subrogation in favor of the Trade Contractor, Subcontractors, Material Suppliers, Construction Manager and Design Professional. This insurance shall remain in effect until the Substantial Completion of the Work, final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this Subparagraph 10.4.1.

10.4.2 If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Trade Contractor, the Design Professional and the Construction Manager before the Trade Contract



Work is commenced. The Trade Contractor may then provide insurance to protect its interests and the interests of the Subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of Trade Contractor's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

10.4.2.1 The Owner will not obtain insurance to cover the risk of physical loss resulting from Terrorism. The Construction Manager is not required to purchase this type of insurance but may purchase this type of insurance if it chooses. If purchased, the cost of this insurance shall be borne by the Construction manager.

10.4.3 POLICIES The Owner shall provide the Trade Contractor with a copy of all policies including all endorsements upon request.

## 10.5 PROPERTY INSURANCE LOSS ADJUSTMENT

10.5.1 LOSS ADJUSTMENT Any insured loss shall be adjusted with the Owner and the Trade Contractor and made payable to the Owner as trustee for the insureds, as their interests may appear.

10.5.2 DISTRIBUTION OF PROCEEDS Following the occurrence of an insured loss, monies received will be deposited in a separate account and the trustee shall make distribution in accordance with the agreement of the Parties in interest.

## 10.6 WAIVERS

10.6.1 PROPERTY DAMAGE The Owner and Trade Contractor waive all claims and other rights they may have against each other for loss of or damage to (a) the Project, (b) all materials, machinery, equipment and other items used in accomplishing the Trade Contract Work or services or to be incorporated into the Project, while the same are in transit, at the Project Site, during erection and otherwise, and (c) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, to the extent such damage is covered by property insurance. The proceeds of such insurance shall be held by the Owner as trustee.

10.6.2 WAIVER OF SUBROGATION The Owner shall have its insurers waive all rights of subrogation they may have against the Construction Manager, Design Professional, Trade Contractors, and their Subcontractors and Material Suppliers on all policies carried by the Owner on the Project and adjacent properties, including, after final payment, those policies to be provided on the completed Project not intended to insure the Project during construction.

10.6.3 ENDORSEMENT If the policies of insurance referred to in this section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner will cause them to be so endorsed.

10.7 RISK OF LOSS Except to the extent a loss is covered by property insurance carried by the owner, risk of loss or damage to the Work shall be upon the Trade Contractor until the Date of Final Completion, unless otherwise agreed to by the Parties.

## 10.8 BONDS Performance and Payment Bonds

☒ are

☐ are not

required of the Trade Contractor that meet the requirements of Iowa Code Chapter 573. A deposit in lieu of a



bond may be acceptable if it meets the requirements of Iowa Code Section 573.4. Such bonds shall be issued by a surety admitted in the State in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond and of the Performance Bond shall each be one hundred percent (100%) of the original Contract Price. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the Bond shall remain equal to one hundred percent (100%) of the Contract Price. The Trade Contractor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price, though the Trade Contractor shall require that its surety waives any requirement to be notified of any alteration or extension of time. The Trade Contractor's Payment Bond for the Project, if any, shall be made available by the Owner for review and copying by the Subcontractor. Iowa Code Chapter 573 shall control and take precedence over any conflicting term or condition in this Agreement

## **ARTICLE 11 SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT**

### **11.1 SUSPENSION BY OWNER FOR CONVENIENCE**

11.1.1 OWNER SUSPENSION Should the Owner order the Trade Contractor in writing to suspend, delay, or interrupt the performance of the Trade Contract Work for such period of time as may be determined to be appropriate for the convenience of the Owner and not due to any act or omission of the Trade Contractor or any person or entity for whose acts or omissions the Trade Contractor may be liable, then the Trade Contractor shall immediately suspend, delay or interrupt that portion of the Trade Contract Work as ordered by the Owner. The Trade Contract Price and the Trade Contract Time shall be equitably adjusted by Trade Contract Change Order for the cost and delay resulting from any such suspension.

11.1.2 Any action taken by the Owner that is permitted by any other provision of the Trade Contract Documents and that results in a suspension of part or all of the Trade Contract Work does not constitute a suspension of Trade Contract Work under this section.

11.2 NOTICE TO CURE A DEFAULT If the Trade Contractor persistently refuses or fails to supply enough properly skilled workers, proper materials, or equipment to maintain the approved Construction Schedule in accordance with ARTICLE 6, or fails to make prompt payment to its workers, Subcontractors or Material Suppliers; disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or is otherwise guilty of a material breach of a provision of this Agreement, the Trade Contractor may be deemed in default. If the Trade Contractor fails within seven (7) business Days after receipt of written notification to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Trade Contractor a second notice to correct the default within a three (3) Day period. If the Trade Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may:

11.2.1 supply workers and materials, equipment and other facilities as the Owner or Construction Manager deems necessary for the satisfactory correction of the default, and charge the cost to the Trade Contractor, who shall be liable for the payment of same including reasonable Overhead, profit and attorneys' fees;

11.2.2 contract with Others to perform such part of the Trade Contract Work as the Owner or Construction Manager determines shall provide the most expeditious correction of the default, and charge the cost to the Trade Contractor;

11.2.3 withhold payment due the Trade Contractor in accordance with section 9.3; and

11.2.4 in the event of an emergency affecting the safety of persons or property, immediately commence



and continue satisfactory correction of such default as provided in subsections 11.2.1 and 11.2.2 without first giving written notice to the Trade Contractor, but shall give prompt written notice of such action to the Trade Contractor following commencement of the action.

### 11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 **TERMINATION BY OWNER FOR DEFAULT** If, within seven (7) Days of receipt of a notice to cure pursuant to section 11.2, the Trade Contractor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Trade Contractor that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen additional Days. After the expiration of the additional fourteen (14) Day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner under section 11.2. If the Owner's cost arising out of the Trade Contractor's failure to cure, including the cost of completing the Trade Contract Work and reasonable attorneys' fees, exceeds the unpaid Trade Contract Price, the Trade Contractor shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid Trade Contract Price, the Owner shall pay the difference to the Trade Contractor. In the event the Owner exercises its rights under this section, upon the request of the Trade Contractor the Owner shall furnish to the Trade Contractor a detailed accounting of the cost incurred by the Owner.

11.3.2 **USE OF TRADE CONTRACTOR'S MATERIALS, SUPPLIES AND EQUIPMENT** If the Owner or Others perform work under this section, the Owner shall have the right to take and use any materials, supplies and equipment belonging to the Trade Contractor and located at the Worksite for the purpose of completing any remaining Trade Contract Work. Immediately upon completion of the Work, any remaining materials, supplies or equipment not consumed or incorporated in the Trade Contract Work shall be returned to the Trade Contractor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If the Trade Contractor files a petition under the Bankruptcy Code, this Agreement may be terminated for cause at the may be terminated for cause at the Owner.

11.3.3 If the Trade Contractor files a petition under the Bankruptcy Code, this Agreement may be terminated for cause at the may be terminated for cause at the Owner.

11.3.4 The Owner shall make reasonable efforts to mitigate damages arising from Trade Contractor default, and shall promptly invoice the Trade Contractor for all amounts due pursuant to sections 11.2 and 11.3.

### 11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon written notice to the Trade Contractor, the Owner may, without cause, terminate this Agreement. The Trade Contractor shall immediately stop the Work, follow the Owner's or Construction Manager's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If the Owner terminates this Agreement pursuant to this section, the Trade Contractor shall be paid:

11.4.2.1 for the Work performed to date including Overhead and profit; and

11.4.2.2 for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on work not performed;

11.4.2A Upon written notice to the Trade Contractor the Owner has the right to terminate this



Agreement without penalty as a result of the following: 1) the legislature or governor fail to appropriate funds sufficient to allow the Owner to operate as required and fulfill its obligations under this Agreement, 2) funds are de-appropriated or not allocated, 3) the Owner's authorization to operate is withdrawn or there is a material alteration in the programs administered by the owner, or 4) the Owner's duties are substantially modified. If such a termination results then the Trade Contractor shall be paid in the manner set forth in subparagraph 11.4.2. If, however, an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this paragraph then the Owner agrees to re-enter into a modified version of this Agreement that accounts for the termination and reinstatement.

11.4.3 If the Owner terminates this Agreement pursuant to sections 11.3 or 11.4, the Trade Contractor shall:

11.4.3 If the Owner terminates this Agreement pursuant to sections 11.3 or 11.4, the Trade Contractor shall:

11.4.3.1 execute and deliver to the Owner all papers and take all action required to assign, transfer and vest in the Owner the rights of the Trade Contractor to all materials, supplies and equipment for which payment has or will be made in accordance with the Trade Contract Documents and all subcontracts, orders and commitments which have been made in accordance with the Trade Contract Documents;

11.4.3.2 exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders and commitments that have not been fulfilled at the time of the termination;

11.4.3.3 cancel any subcontracts, orders and commitments as the Owner or Construction Manager directs; and

11.4.3.4 sell at prices approved by the Owner or Construction Manager any materials, supplies and equipment as the Owner or Construction Manager directs, with all proceeds paid or credited to the Owner.

## 11.5 TRADE CONTRACTOR'S RIGHT TO TERMINATE

11.5.1 Upon seven (7) Days' written notice to the Owner and Construction Manager, the Trade Contractor may terminate this Agreement if the Trade Contract Work has been stopped for a thirty (30) Day period through no fault of the Trade Contractor for any of the following reasons:

11.5.1.1 under court order or order of other governmental authorities having jurisdiction;

11.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Trade Contractor, materials are not available; or

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

11.5.2 In addition, upon seven (7) Days' written notice to the Owner and Construction Manager, the Trade Contractor may terminate the Agreement if the Owner:

11.5.2.1 fails to furnish reasonable evidence pursuant to section 4.1.2 that sufficient funds are available and committed for Project financing, or

11.5.2.2 assigns this Agreement over the Trade Contractor's reasonable objection, or

11.5.2.3 fails to pay the Trade Contractor in accordance with this Agreement and the Trade Contractor has complied with the notice provisions of section 9.5, or



11.5.2.4 otherwise materially breaches this Agreement.

11.5.3 Upon termination by the Trade Contractor in accordance with this section, the Trade Contractor shall be entitled to recover from the Owner payment for all Trade Contract Work executed and for any proven loss, cost or expense in connection with the Trade Contract Work, including all demobilization costs plus reasonable Overhead and profit on work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination pursuant to ARTICLE 11, the provisions of this Agreement still apply to any Trade Contract Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

## ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Trade Contractor shall continue the Trade Contract Work and maintain the Construction Schedule during any dispute mitigation or resolution proceedings. If the Trade Contractor continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. The authorized representative for the Trade Contractor is identified in Paragraph 3.4 of the Agreement. The authorized representative for the Owner is identified in Paragraph 4.2 of the Agreement. The parties' authorized representative are, among other things, authorized to resolve matters of disagreement and disputes between the Parties. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

12.3 MITIGATION The Parties agree that dispute mitigation procedures provided in this Project. Disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure immediately below. The dispute mitigation procedure shall result in nonbinding finding on the matter. This may be introduced as evidence at a subsequent binding adjudication of the matter, as designee on Paragraph 12.5. The Parties agree that the dispute mitigation procedure shall be

(Designate only one.)

☒ Project Neutral

☐ Dispute Review Board

12.3.1 MITIGATION PROCEDURES The Project Neutral/Dispute Review Board shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Project Neutral/Dispute Review Board's responsibilities. The costs and expenses of the Project Neutral/Dispute Review Board shall be shared equally by the Parties. The Project Neutral/Dispute Review Board shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Project Neutral/Dispute Review Board to address matters in dispute between the Parties promptly and knowledgeably. The Project Neutral/Dispute Review Board shall issue nonbinding findings within five (5) business Days of referral of the matter to the Project Neutral, unless good cause is shown.

12.3.2 If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Project Neutral/Dispute Review Board fails to issue nonbinding findings



within five (5) Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in section 12.5.

12.4 **MEDIATION** If direct discussions pursuant to section 12.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under section 12.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) business Days of the matter first being discussed and shall conclude within forty-five (45) business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating Party to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties.

12.5 **BINDING DISPUTE RESOLUTION** If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein.

(Designate only one.)

☐ Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association

☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

12.5.1 The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute. However, the costs of binding dispute resolution does not include attorney fees. The Parties are each responsible for paying for their own attorney fees.

12.5.2 **VENUE** The venue of any binding dispute resolution procedure shall be Des Moines, Iowa.

12.6 **MULTIPARTY PROCEEDING** All parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

12.7 **LIEN RIGHTS** The Trade Contractor acknowledges that it has no mechanic's lien rights on this Project because it is a public improvement project.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

13.1 **ASSIGNMENT** Neither the Owner nor the Trade Contractor shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

13.2 **GOVERNING LAW** This Agreement and all disputes arising there from shall be governed by the Iowa law.

13.3 **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.



**13.4 NO WAIVER OF PERFORMANCE** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance or any other term, covenant, condition or right.

**13.5 TITLES AND GROUPINGS** The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of sections or the use of headings be construed to limit or alter the meaning of any provisions.

**13.6 ASSISTANCE OF COUNSEL AND INTERPRETATION** The Parties agree that they had the opportunity to obtain the assistance of counsel in reviewing the Agreement terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

**13.7 RIGHTS AND REMEDIES** The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

**13.8 ADDITIONAL PROVISIONS** (Insert here other provisions, if any, that pertain to this Agreement See Below.)

**13.9 COMPLIANCE WITH LAW AND REGULATIONS** The Trade Contractor shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing services and/or performing work under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Trade Contractor declares that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to provide the services and work required by this Agreement. The Trade Contractor further acknowledges that if this Project is a recipient of Federal financial assistance that it may be subject to requirements of Federal Acts and Executive Orders as mandated by Federal agencies having authority and jurisdiction to enforce and ensure compliance with such laws and regulations including, but not necessarily limited to, the Davis Bacon Act and other Federal Acts and Executive Orders.

**13.10 EMPLOYMENT PRACTICES:** It is the intent of the Iowa Department of Administrative Services to assure equal employment opportunity in all contract work as required by law. Vendors, are required to take affirmative action to ensure that applicants employed or seeking employment with them are treated equally as required by law. Vendors shall not illegally discriminate against any employee. During the course of the Project, the Vendor may be required to show compliance with the EEO and Affirmative Action requirements. Noncompliance with the provisions set forth at the time of contract award may result in termination or suspension of the Agreement in whole or in part. All vendors and service providers working under the terms of this Agreement are prohibited from engaging in discriminatory employment practices forbidden by Iowa law. Vendors shall complete and submit the Nondiscrimination Clause form for the Owner's approval.

**13.11 RECIPROCAL BIDDER PREFERENCE** In accordance with Iowa Code Section 73A.21, as amended in 2011 by HF 648, if the Trade Contractor is not a resident bidder of Iowa, as defined by law, then the Trade Contractor must specifically identify in writing with its bid any and all preferences or preferential treatment (including preferences related to labor) enforced by the state or foreign country in which the Trade Contractor is a resident. If the low bid Trade Contractor is not a resident bidder of Iowa and the Trade Contractor's foreign State of residence enforces such a preference then the Owner shall reciprocally enforce the preference in favor of a resident bidder of Iowa. Failure on the part of the Trade Contractor to completely and accurately abide by this legal requirement may, among other things, result in civil penalties and void this Agreement. The Trade Contractor should contact its attorney regarding this legal requirement if the Trade



Contractor has questions regarding its meaning or application.

13.12 LABOR RELATIONS The Trade Contractor shall comply with all Iowa and Federal labor laws. In accordance with Executive Order Number 69, issued by the Governor of Iowa on or about January 14, 2011, no project labor agreement (also known as a PLA), or similar, will be used on this Project. Iowa is a right to work state. No consultant, contractor, or employee shall be obligated to contract with or join any labor organization as a condition of performing work on this Project.

#### ARTICLE 14 TRADE CONTRACT DOCUMENTS

14.1 The Trade Contract Documents in existence at the time of execution of this Agreement are as follows:

RFBXXXXXXXXX Bid Package X

#### 14.2 INTERPRETATION OF TRADE CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Trade Contract Work is shown only on one but not on the other, the Trade Contractor shall perform the Trade Contract Work as though fully described on both consistent with the Trade Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Trade Contractor shall immediately submit the matter to the Owner for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Trade Contract Time or Price pursuant to ARTICLE 6 and ARTICLE 7 or dispute resolution in accordance with ARTICLE 12.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in this Agreement, shall be interpreted in accordance with their well-known meanings. This Agreement entered into as of the date entered in ARTICLE 1.

14.2.5 PRECEDENCE In case of any inconsistency, conflict or ambiguity among the Trade Contract Documents, the documents shall govern in the following order: (a) Trade Contract Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to subsection 14.2.2 the drawings, specifications and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to subsection 4.1.3; (f) other documents listed in this Agreement. Among all the Trade Contract Documents, the term or provision that is most specific or includes the latest date shall control. Information identified in one Trade Contract Document and not identified in another shall not be considered to be a conflict or inconsistency.

This Agreement entered into as of the date entered in ARTICLE 1.

OWNER State of Iowa, Department of Administrative Services



Trade Contractor: *Contractor Name*

By: \_\_\_\_\_

(Authorized Representative)

Name:

Title:

Date:

Owner: State of Iowa - DAS

By: \_\_\_\_\_

(Authorized Representative)

Name:

Title:

Date:

END OF DOCUMENT.



**SECTION 00 6000**

**PERFORMANCE AND PAYMENT BOND**

**PART 1 - GENERAL**

**1.01 PERFORMANCE AND PAYMENT BOND**

- A. Performance and payment bonds to be used on this project, ConsensusDocs 260 and 261 are attached for reference following this page. ConsensusDocs performance and payment bonds are not required (other standard forms are acceptable to the State of Iowa).

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**



## CONSENSUSDOCS 260 PERFORMANCE BOND

This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities for all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences. You are encouraged to consult legal, insurance and surety advisors before completing or modifying this document. The software includes a notes section indicating where information is to be inserted to complete this document. Further information and endorsing organizations' perspectives are available at [www.consensusdocs.org/guidebook](http://www.consensusdocs.org/guidebook).

For Use with ConsensusDOCS 200, Standard Form of Agreement and General Conditions Between Owner and Constructor (Where the Contract Price is a Lump Sum) and ConsensusDOCS 500, Standard Agreement and General Conditions Between Owner and Construction Manager.

The Owner, \_\_\_\_\_, (the "Owner") and the Constructor, \_\_\_\_\_, (the "Constructor") have entered into a Contract (the "Contract") dated \_\_\_\_\_ for \_\_\_\_\_ (the "Project"). The Contract is incorporated by reference into this Performance Bond (the "Bond").

By virtue of this Bond, the Constructor as Principal and \_\_\_\_\_ as Surety ("Surety"), are bound to the Owner as Obligatee in the maximum amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Bond Sum"). The Constructor and Surety hereby bind themselves, their heirs, executors,

administrators, successors and assigns, jointly and severally, as provided herein.

1. **GENERAL CONDITIONS** It is the condition of this Bond that if the Constructor performs its Contract obligations (the "Work"), the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract. The Owner may not invoke the provisions of this Bond unless the Owner has performed its obligations pursuant to the Contract. Upon making demand on this Bond, the Owner shall make the Contract Balance (the total amount payable by the Owner to the Constructor pursuant to the Contract less amounts properly paid by the Owner to the Constructor) available to the Surety for completion of the Work.

2. **SURETY OBLIGATIONS** If the Constructor is in default pursuant to the Contract and the Owner has declared the Constructor in default, the Surety promptly may remedy the default or shall

a. Complete the Work, with the consent of the Owner, through the Constructor or otherwise,

b. Arrange for the completion of the Work by a Constructor acceptable to the Owner and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Work progresses sufficient funds to pay the cost of completion of the Work less the Contract Balance up to the Bond Sum, or

c. Waive its right to complete the Work and reimburse the Owner the amount of its reasonable costs, not to exceed the Bond Sum, to complete the Work less the Contract Balance.

3. **DISPUTE RESOLUTION** All disputes pursuant to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two years after default of the Constructor or Substantial Completion of the Work, whichever occurs first. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

This Bond is entered into as of \_\_\_\_\_.

SURETY \_\_\_\_\_ (seal)

By: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

(Attach Power of Attorney)

Witness: .....

CONSTRUCTOR \_\_\_\_\_ (seal)

By: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: .....

(Additional signatures, if any, appear on attached page)



## CONSENSUSDOCS 261 PAYMENT BOND

This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities for all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences. You are encouraged to consult legal, insurance and surety advisors before completing or modifying this document. The software includes a notes section indicating where information is to be inserted to complete this document. Further information and endorsing organizations' perspectives are available at [www.consensusdocs.org/guidebook](http://www.consensusdocs.org/guidebook).

For Use with ConsensusDOCS 200, Standard Form of Agreement and General Conditions Between Owner and Constructor (Where the Contract Price is a Lump Sum) and ConsensusDOCS 500, Standard Agreement and General Conditions Between Owner and Construction Manager.

The Owner, \_\_\_\_\_, (the "Owner")  
and the Constructor, \_\_\_\_\_,  
(the "Constructor") have entered into a Contract (the "Contract") dated \_\_\_\_\_ for  
\_\_\_\_\_ (the "Project"). The Contract is  
incorporated by reference into this Payment Bond (the "Bond").

By virtue of this Bond, the Constructor as Principal and \_\_\_\_\_ as  
Surety ("Surety"), are bound to the Owner as Obligatee in the maximum amount of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the  
"Bond Sum"). The Constructor and Surety hereby bind themselves, their heirs, executors,

administrators, successors and assigns, jointly and severally, as provided herein.

1. **GENERAL CONDITIONS** It is the condition of this Bond that if the Constructor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the work required by the Contract, the Surety's obligations pursuant to this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract.

2. **SURETY OBLIGATION** Every Claimant who has not been paid in full before the expiration of a period of ninety (90) Days after such Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, may have a right of action on this Bond. The Surety's obligation to the Claimant(s) shall not exceed the Bond Sum.

3. **LIMITATION OF ACTION** No suit or action shall be commenced on this Bond by any Claimant

a. Unless Claimant, other than one having a direct Contract with the Constructor, shall have given written notice to the Constructor, the Owner and the Surety within ninety (90) Days after the Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which the claim is made, stating with substantial accuracy the amount claimed and the name of the Party to whom the materials were furnished, or for whom the work or labor was provided or performed. Such notice shall be served by any means which provides written third party verification of delivery to the Constructor at any place it maintains an office or conducts business, or served in any manner in which legal process may be served in the state in which the Project is located.

b. After the expiration of one (1) year from the date on which the Claimant last performed labor or furnished materials or equipment on the Project. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

c. Other than in any court of competent jurisdiction in the location in which the Project is located.

4. **CLAIMANT** A Claimant is defined as an individual or entity having a direct contract with the Constructor or having a contract with a subcontractor having a direct contract with the Constructor to furnish labor, materials or equipment for use in the performance of the Contract.

This Bond is entered into as of \_\_\_\_\_.

SURETY \_\_\_\_\_ (seal)

By: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

(Attach Power of Attorney)

Witness: .....

CONSTRUCTOR \_\_\_\_\_ (seal)

By: .....

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: .....

(Additional signatures, if any, appear on attached page)

**IMPORTANT:** A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

ConsensusDOCS 261 • PAYMENT BOND Copyright © 2007, Revised 2009 and 2011, ConsensusDOCS LLC. AN INDIVIDUAL PURCHASE OF THIS DOCUMENT PERMITS THE USER TO PRINT ONE CONTRACT FOR ONE PROJECT ONLY. YOU MAY ONLY MAKE COPIES OF A COMPLETED DOCUMENT FOR DISTRIBUTION TO PARTIES IN DIRECT CONNECTION WITH THE SPECIFIC CONSTRUCTION PROJECT. ANY OTHER USES, INCLUDING COPYING THE DOCUMENT, ARE STRICTLY PROHIBITED.

## SECTION 01 1200

### CONTRACT SUMMARY

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Project Information
- B. Project Summary
- C. Bid Scope Summary
- D. Work Hour Restrictions
- E. Access to Site
- F. Coordination with Occupants
- G. Rules for Construction Workers
- H. Bid Package Instructions

##### 1.02 PROJECT INFORMATION

- A. Facility Name/Location: Cherokee Health Mental Health Institute - 1251 W Cedar Loop, Cherokee, IA 51012
- B. DAS Project #: 9527.00
- C. Owner: State of Iowa, Department of Administrative Services, Hoover State Office Building, Level 3, 1305 East Walnut Street, Des Moines, IA 50319
- D. Owner's Representative: Jennie Elliot, Iowa Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319
- E. Construction Manager: Jason Bellrichard – DCI Group, 220 SE 6<sup>th</sup> St, Suite 200, Des Moines, IA 50309

##### 1.03 PROJECT SUMMARY

- A. The project includes replacement of Elevator F, a 4 stop, hydraulic elevator in the Main Building, referred to as the Four Corner area.
- B. Target date to provide substantial completion is August 24<sup>th</sup>, 2027

##### 1.04 BID SCOPE SUMMARY

- A. Scope Applicable to All Bid Packages:
  - 1. The Contractor's Work includes all labor, supervision, materials, equipment, services, supplies, tools, facilities, transportation, hoisting, storage, receiving, licenses, inspections, certifications, overhead, profit, or other items required or reasonably inferable to properly and timely perform and complete all work and services to be performed by the Contractor pursuant to this Agreement. Unless specifically stated otherwise, incidental work required to accomplish the work of this Bid Package shall be included the bid. This would include, but not be limited to, temporary facilities, protection of the work, security of equipment, materials, and work in progress, etc. Contractor's Work shall be performed in accordance with the Drawings, Specification Divisions 00 and 01, and Specification sections applicable to each Contractor's scope.
  - 2. Contractor is responsible for all labor and equipment to unload, account for all material delivered, stock, and delivery for this scope of work. Storage and delivery of materials and equipment at the Site shall be permitted only to the extent approved in advance by the Construction Manager, and if anything so stored obstructs the progress of any portion of the work, it shall be promptly removed or relocated by the Contractor without reimbursement.
  - 3. On site supervision by Prime Contractor at all times work by that contractor or their subcontractors/suppliers is taking place.

4. Provide all temporary facilities required for this scope of work including trailer, trailer power, telephone, secured storage, temporary power for work, temporary and task lighting for work, etc. as determined necessary by Contractor. Coordinate location of trailers, material storage and utility lines with Construction Manager. Limited space is available, and permission to bring any such facility or excess materials on to the site shall be approved by the Construction Manager.
5. Contractor shall provide all equipment and tools for Contractor's own cleanup. Clean up shall be done at end of every shift or more frequently if required for the Contractor to perform their work, for other Contractors to perform their work, as required by the Owner's operations, and at the discretion of the Construction Manager.
6. All turf, landscaping, and subgrade disturbances caused by equipment traffic or other activities related to the Contractor's scope shall be repaired or restored to proper conditions by the Contractor.
7. Protect adjacent existing building elements from damage from Scope of work. Repair existing building elements damaged during Contractor's Scope of work.
8. 01 1201 General Work Requirements are the responsibility of all contractors
9. 01 1202 Special Work Requirements are the responsibility of all contractors

#### **1.05 WORK HOUR RESTRICTIONS**

- A. Work hours are from 7:00 AM to 5:00 PM, Monday through Friday unless arrangements are made in advance.

#### **1.06 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and Owner:
  1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  2. Do not obstruct roadways, sidewalks, or other public ways without permission of Owner and permit if required.
- C. Facility will be occupied at all times during duration of work. Contractor personnel shall conduct themselves in an agreeable manner at all times. Failure to do so may result in removal from the work site.

#### **1.07 OWNER OCCUPANCY**

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

#### **1.08 RULES FOR CONSTRUCTION WORKERS**

- A. The staff of the State of Iowa has a responsibility to protect the public by providing a secure environment. All work site rules must be followed to the letter, at all times.
- B. All construction workers must have a background check completed prior to entering the campus to perform work.
- C. Hot Work Permit Processes and Fire Watch, when necessary, will be adhered to for this project.
- D. All State properties are tobacco free. No smoking will be permitted or tolerated on campus unless in designated areas.
- E. You are permitted access only to the work site and no other area of the institution.
- F. No drugs, alcohol, or firearms are allowed on the work site.
- G. Do not leave money, drugs, alcohol, or firearms in your personal vehicle.
- H. Company and personal vehicles are to be parked and locked in designated or authorized area of the work.

- I. Secure all tools at the end of the day.
- J. Maintain control of all tools, supplies, and debris at all times during the work.
- K. Never leave keys in any vehicle. If a security officer finds keys in a vehicle, they are under orders to turn them in to a security supervisor.
- L. Do not give anything to residents or take anything from residents; if they offer, inform your supervisor.
- M. Secure all tools at the end of each day. Never leave tools unattended. If security officers find loose tools, they are under orders to turn them in to their supervisor.
- N. All delivery vehicles must go directly to the job site. Extra time should be anticipated for all deliveries. Provide 24-hour notice to the facility of deliveries.
- O. During an emergency, follow the instructions of the security staff.

## **1.09 BID PACKAGE INSTRUCTIONS**

- A. **Bid Package #01 – General Construction:** Trade Contractor shall include all of the following, but not limited to, as part of the contract:
  - 1. Includes specifications:
    - a. DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS
    - b. DIVISION 01 GENERAL REQUIREMENTS
    - c. 02 41 00 DEMOLITION
    - d. 04 00 00 UNIT MASONRY
    - e. 07 84 00 FIRESTOPPING
    - f. 07 92 00 JOINT SEALANTS
    - g. 09 65 00 RESILIENT FLOORING
    - h. 09 91 23 PAINTING AND COATING
  - 2. General:
    - a. This contractor shall utilize open parking spaces near the main Admin building.
    - b. There is no loading dock at the main administration building. Provide all necessary equipment to unload shipments and transport materials to the elevator location. Contractor to coordinate any major deliveries or heavy use times with DAS, CHMHI, and DCI Group.
    - c. This contractor shall provide dumpster service for all bid packages for the duration of the project.
    - d. This contractor is responsible for installation, maintenance, and removal of temporary floor protection at all four levels.
  - 3. Carpentry and Finishes:
    - a. Contractor shall be responsible for cleaning, patching, prepping and painting of existing elevator frames. Contractor shall coordinate with elevator contractor for any required operation or lock out of the elevator cars/doors. If doors will be open to the shaft, this contractor shall be responsible for fall protection.
    - b. This contractor shall be responsible for the procurement and installation of new finished flooring in elevator cabs. Coordinate with Bid Package #02 for installation requirements.
    - c. This contractor is responsible for all painting except for elevator pit and machine room floors (By Bid Package #2). This shall include but not limited to painting of walls, ceilings and elevator frames.
    - d. This contractor is responsible for removal and patching in of existing elevator shaft vent opening.
- B. **Bid Package #02 – Elevator Equipment:** Trade Contractor shall include all of the following, but not limited to, as part of the contract:
  - 1. Includes specification:
    - a. DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS
    - b. DIVISION 01 GENERAL REQUIREMENTS

- c. 02 41 00 DEMOLITION
  - d. 07 84 00 FIRESTOPPING
  - e. 09 91 23 PAINTING AND COATING
  - f. 14 24 00 HYDRAULIC ELEVATORS
  - g. 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL
  - h. 26 50 00 LIGHTING
  - i. 27 00 00 GENERAL REQUIREMENTS FOR COMMUNICATIONS SYSTEMS
  - j. 27 05 28 PATHWAYS FOR COMMUNICATIONS SYSTEMS
  - k. 27 10 00 STRUCTURED CABLING
2. Include lump sum Allowance of \$20,000 for operation and lockout of the elevator for other trades Contractor shall provide time and material tickets to the DCI Group superintendent for signature within one business day of work taking place. Requests for reimbursement for hours that are not accompanied by a DCI Group signed time and material ticket will not be approved.
3. General:
- a. This contractor shall utilize open parking spaces near the main Admin building.
  - b. There is no loading dock at the main administration building. Provide all necessary equipment to unload shipments and transport materials to the elevator location. Contractor to coordinate any major deliveries or heavy use times with DAS, CHMHI, and DCI Group.
  - c. This Contractor to provide final cleaning of the elevator machine rooms, elevator pits, elevator cabs, and equipment at the completion of construction. This includes, but is not limited to, mopping, wiping down all surfaces so they are free of dust and smudges, vacuuming, and cleaning floors.
  - d. Contractor shall be responsible for pathway, staging, and access of equipment to the equipment room. Contractors shall familiarize themselves with the pathway and requirements for bringing equipment and materials to the workspace. No additional compensation will be considered for this scope due to existing conditions that could have been observed prior to bid.
4. Temporary Facilities:
- a. This contractor shall participate in a pre-demolition meeting with DAS, DCI Group, and other State agencies to identify existing cabling and equipment to remain and protect as well as coordination for new installations.
  - b. This contractor will be responsible for required fall protection at elevator shafts.
  - c. This contractor shall be responsible for protection of the elevator door frames to remain.
  - d. This contractor shall also be responsible for protecting all adjacent surfaces from damage during their operations.
  - e. Contractor shall provide, install, and maintain signage identifying the elevators are out of service. Signage shall be installed at each elevator door on each floor for the elevators under construction.
5. Elevator Demolition:
- a. Contractor to complete all demolition as it pertains to elevator equipment and accessories, including but not limited to, hall fixtures, signage, elevator machines, cabs, doors/openers, hoist way equipment, control panels, and controllers. Refer to elevator specifications for demo items and existing items to remain.
  - b. This contractor shall remove and replace existing shaft protection as required for new installation, elevator machinery

- c. Contractor is responsible for complete removal or remediation of fluids pertaining to the elevator equipment. This includes wiping down surfaces that may have come in contact with these fluids.
6. Elevator Installation:
- a. This contractor is responsible for providing and installing the elevator, including but not limited to, all hoisting equipment and material, governor with remote reset, traction machines, operating systems, light fixtures, doors/openers, interior and exterior cab finishes (excluding flooring), cab lighting, bumpers, vents, signage, labels, trim and ladders.
  - b. Contractor is responsible for relocating any electrical equipment, controls, wiring, or conduit that is integral to the elevator equipment.
  - c. Contractor shall be responsible to clean and polish the existing hoist way sills to remain for all elevators.
  - d. This contractor shall field verify all dimensions and existing conditions for new elevator.
  - e. This contractor shall provide hook buttons at each cab and two (2) sets of protection pads for elevator walls
  - f. This contractor will provide new hall fixtures and signals with custom-sized backplate that covers the existing openings completely where required. Where existing frames are to remain, this contractor shall be responsible for coordinating new installation requirements with existing frame and backbox sizes. Infill panels as required.
  - g. This contractor shall coordinate with BP #1 for new elevator flooring that is being provided and installed by that bid package.
  - h. This contractor shall clean and polish existing floor at freight elevator.
  - i. Provide fire-rated sealants at penetrations through fire-rated walls made by this contractor. Contractors shall be responsible for verifying which walls are rated.
  - j. Coordinate with Electrical Contractor for system power.
  - k. All wiring and controls, as it pertains to elevators, are to be provided and installed by this bid package, final connections to the building electrical system will be performed by Bid Package #03.
  - l. Contractor shall remove and replace existing elevator signage.
  - m. Contractor shall be responsible for painting the pit and machine room floors. Floors shall be adequately cleaned/prepped prior to painting.
  - n. Contractor shall be responsible for the car communication systems including communication for deaf, hearing, and speech impaired. Contractors shall coordinate with CHMHI for networking requirements prior to final selection of equipment. Contractor to provide initial licensing fee for first year and provide ID number to CHMHI so they can assume responsibility after the first year of service.
7. **Bid Package #02: Unit Price #01 – Elevator Operation:** Trade Contractor shall include all of the following, but not limited to, as part of the contract:
- a. Hourly rate for operation and lock out of the elevators to allow work to be performed in the elevator pit, car top, and hoist way by other trades. If multiple personnel are required for this operation, the unit cost shall reflect the total sum of the cost per hour.
  - b. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
  - c. **Contractor shall provide time and material tickets to the DCI Group superintendent for signature within one business day of work taking place.**

**Requests for reimbursement for hours that are not accompanied by a DCI Group signed time and material ticket will not be approved.**

- d. **Hours utilized will be billed against the \$20,000 allowance included with Bid Package #02's lump sum bid.**
  - e. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
- C. **Alternate #01 – Elevator Hydraulic Jack Replacement:** Trade Contractor shall include all of the following, but not limited to, as part of the contract:
- 1. This contractor shall provide the added cost to remove and replace the existing elevator hydraulic jack.
  - 2. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 3. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
  - 4. Execute accepted alternates under the same conditions as other work of the Contract.
- D. **Bid Package #03 – Mechanical & Plumbing:** Trade Contractor shall include all of the following, but not limited to, as part of the contract:
- 1. Includes specification:
    - a. DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS
    - b. DIVISION 01 GENERAL REQUIREMENTS
    - c. 02 41 00 DEMOLITION
    - d. 07 92 00 JOINT SEALANTS
    - e. 23 05 29 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
    - f. 23 05 53 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
    - g. 22 14 29 SUMP PUMPS
    - h. 23 05 53 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
    - i. 23 81 26 SPLIT SYSTEM AIR CONDITIONERS
  - 2. General:
    - a. Shutdowns of mechanical and plumbing systems shall be coordinated with the Construction Manager five (5) business days in advance of work.
    - b. Include any filler plates, trim materials, or sealants which may be required between the work of this contract and the work of others where shown or where required of allowable tolerances within the work of the contract and the adjacent work of others.
    - c. Contractor to protect the existing mechanical and plumbing items that are to remain. Contractor is responsible for cleaning existing items before tying them into the new system. Verify existing items that are to be removed and reinstalled are in working order before removing.
    - d. Contractor is responsible for cutting all wall, floor, and roof openings for the mechanical and plumbing work. Contractor is responsible for all removal and replacement of materials that are impacted by this scope of work. Replacement of material shall match existing conditions.
    - e. Provide fire-rated sealants at penetrations through fire-rated walls made by this contractor. Contractors shall be responsible for verifying which walls are rated.
    - f. Coordinate with Electrical Contractor for system power.
    - g. Provide Unistrut and other hanging devices as required to support any equipment provided in this bid package.

- h. This Contractor is responsible to provide clean piping, and devices at the end of installation of all new construction installed by this Contractor.
  - i. Contractor to participate in all startup and commissioning required to bring the system up to full operation and control.
  - j. All work requiring access to the hoist way or elevator pit shall be coordinated with Bid Package #02 and the Construction Manager. Bid Package #02 shall provide manpower to operate the elevator for this work and will track their time accordingly. All contractors shall coordinate to minimize the hours required to operate the elevator for this work.
3. Temporary Facilities:
- a. This contractor shall participate in a pre-demolition meeting with DAS, DCI Group, CHMHI, CMBA, and other State agencies to identify existing cabling and equipment to remain and protect as well as coordination for new installations.
  - b. This Contractor shall be liable to protect all openings made to the existing buildings envelope, as required for this bid package work, for the entire time work is being conducted until the new work scope is completed. This protection shall include but is not limited to protection against, moisture, wind infiltration, and temperature fluctuations. Contractor will maintain all weather protection provisions until permanent work is completed. All cost relating to damage incurred to existing facilities as a result of improper weather protection provisions will be borne by the Contractor.
  - c. It will be the responsibility of the contractor doing the work to protect existing finishes during work by this bid package. Protection to include plastic and plywood working surfaces
  - d. This contractor will be responsible for required fall protection at elevator shafts.
  - e. This Contractor shall assume all liability for running mechanical and plumbing equipment until the turnover at the date of project completion.
  - f. At no time shall spaces be left without adequate conditioning. If conditioning will be impacted which may have negative impacts on equipment or occupant comfort, this contractor shall provide temporary measures to maintain acceptable conditioning.
4. Mechanical and Piping:
- a. This contractor is responsible for providing and installing the new indoor/outdoor split system. Coordinate with BP #4 for electrical connections.
  - b. This contractor is responsible for providing and installing sump pump to go in existing sump pit. Existing sump pit grate to remain. This shall include new 2" pump drain as outlined in the drawings. Coordinate with BP#4 for electrical connections. Coordinate with BP #2 for moving the elevator car.
  - c. This contractor shall remove abandoned sump pump discharge pipe back to the main and elevator pit floor and cap.
  - d. This contractor shall provide DDC temp/humidity sensor in elevator equipment area as outlined in the contract documents
  - e. This contractor shall be responsible for all controls work, oil alert alarm and control panels associated with the new or existing mechanical equipment impacted by this project. If there are existing controls associated with the existing elevator relief damper, this contractor shall remove and adjust the BAS programming to remove for the system.
  - f. This contractor shall clean sump pit from all debris and existing water. Cycle the sump pump through three (3) clean water cycles. Water must be dumped by contractor since it will have hydraulic fluid mixed in. Coordinate with BP #2 for moving the elevator car.

E. **Bid Package #04 – Electrical and Low Voltage:** Trade Contractor shall include all of the following, but not limited to, as part of the contract:

1. Includes specification:
  - a. DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS
  - b. DIVISION 01 GENERAL REQUIREMENTS
  - c. 02 41 00 DEMOLITION
  - d. 07 92 00 JOINT SEALANTS
  - e. 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL
  - f. 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
  - g. 26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
  - h. 26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
  - i. 26 05 33.13 CONDUIT FOR ELECTRICAL SYSTEMS
  - j. 26 05 33.16 BOXES FOR ELECTRICAL SYSTEMS
  - k. 26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
  - l. 26 27 26 WIRING DEVICES
  - m. 26 28 13 FUSES
  - n. 26 28 16.16 ENCLOSED SWITCHES
  - o. 26 50 00 LIGHTING
  - p. 27 00 00 GENERAL REQUIREMENTS FOR COMMUNICATIONS SYSTEMS
  - q. 27 05 28 PATHWAYS FOR COMMUNICATIONS SYSTEMS
  - r. 27 10 00 STRUCTURED CABLING
  - s. 28 00 00 GENERAL REQUIREMENTS FOR ELECTRONIC SAFETY AND SECURITY SYTSTEMS
  - t. 28 46 00 FIRE DETECTION AND ALARM
2. General:
  - a. Shutdowns of electrical, fire alarm, communications, and technology systems shall be coordinated with the Construction Manager five (5) business days in advance of work.
  - b. This Contractor shall be responsible to remove and reinstall ceilings for access during this work scope if not identified to be removed by another bid package in the contract documents. Ceilings shall be put back in the condition they were found. This Contractor will be responsible for damage incurred during this work scope and will be responsible for all cost of replacement deemed necessary by the Owner.
  - c. Include any filler plates, trim materials, or sealants which may be required between the work of this contract and the work of others where shown, or where required of allowable tolerances within the work of the contract and the adjacent work of others.
  - d. Contractor to protect the existing electrical, fire alarm and technology items that are to remain. These include but are not limited to panels, wiring, conduits, lighting, devices, racks, and equipment. Contractor is responsible for cleaning existing items before tying them into the new system. Verify existing items that are to be removed and reinstalled are in working order before removing.
  - e. Contractor is responsible for cutting all wall and floor openings for the electrical work. Contractor is responsible for all removal and replacement of materials that are impacted by this scope of work. Replacement of material shall match existing conditions.
  - f. Provide fire-rated sealants at penetrations through fire-rated walls made by this contractor. Contractors shall be responsible for verifying which walls are rated.
  - g. Provide Unistrut and other hanging devices as required to support any equipment provided in this bid package.
  - h. This Contractor is responsible to provide clean conduit and devices at the end of installation of all new construction installed by this Contractor.
  - i. Contractor to participate in all startup and commissioning required to bring the system up to full operation and control.

- j. All new cabling shall be properly secured in conduit, J-hooks, or other cable management systems. Cabling shall not rest on ceilings.
  - k. Contractors can use courtyard area for staging, tool/job box storage, and equipment access. Contractor is responsible for providing protection of the pavers as required to prevent any damage.
  - l. All work requiring access to the hoist way or elevator pit shall be coordinated with Bid Package #02 and the Construction Manager. Bid Package #02 shall provide manpower to operate the elevator for this work and will track their time accordingly. All contractors shall coordinate to minimize the hours required to operate the elevator for this work.
3. Temporary Facilities:
- a. This contractor shall participate in a pre-demolition meeting with DAS, DCI Group, CMBA, and other State agencies to identify existing cabling and equipment to remain and protect as well as coordination for new installations.
  - b. It will be the responsibility of the contractor doing the work to protect existing finishes during work by this bid package. Protection to include plastic and plywood working surfaces
  - c. This contractor will be responsible for required fall protection at elevator shafts.
  - d. This Contractor shall assume all liability for running electrical equipment until the turnover at the date of project completion.
4. Demolition:
- a. Contractor to identify all circuits and de-energize before demo work begins. Notify the Construction Manager when areas are ready for other trades to begin their work. Contractor will not be allowed to perform any electrical work while the systems are hot. Plan ahead and coordinate with the Construction Manager so electrical work can progress smoothly. All panels that are energized must be indexed and locked.
  - b. This Contractor shall be responsible for patching all floor, wall and roof penetrations where the existing piping and/or ducting is abandoned and not needed for new work. Patch to match fire rating of existing wall construction.
  - c. Contractor will be required to legally dispose of all fluorescent bulbs, ballast, and all hazardous material contained within electrical fixtures or equipment.
  - d. Contractor to perform all electrical and low voltage demolition per the architectural, mechanical, and electrical plans. This shall include, but not be limited to, receptacles, disconnects, circuits and existing elevator cab camera which is to be salvaged and reinstalled. Patch all areas of electrical demolition that will not be reused. Patch to match fire rating of existing wall construction.
  - e. This contractor shall participate in pre-disconnect and demolition meeting with DCI Group and the State to review and verify sequence and procedure for disconnect, demolition, and new installation of electrical equipment.
  - f. Contractor to verify existing items that are to be removed and reinstalled are in working order before removing.
5. Electrical & Low Voltage:
- a. Contractor to furnish and install all lighting, shaft lighting and emergency lighting systems. Elevator cab lighting to be by elevator contractor.
  - b. This contractor shall be responsible for new circuits and breakers in existing panels are required.
  - c. This contractor shall reinstall existing camera in new elevator cab.

- d. Electrical connections to equipment provided by other bid packages will be the responsibility of this contractor. This contractor shall coordinate with those trades and submittals on requirements.
- e. If the installation of pathways requires new penetrations or the reuse of existing penetrations, this contractor shall be responsible for the removal and repair. New or existing penetrations utilized by this contractor shall be fully sealed to match the wall rating on both sides of the wall.
- f. This Contractor shall be responsible for all core drilling required for this scope of work.
- g. Contractor to furnish and install all power systems. That shall include, but not be limited to, pathways, circuits, breakers, receptacles, disconnects, shunt trips, and relocation of existing electrical features as required. This shall include replacement of disconnect switches.
- h. This contractor shall integrate existing modules at elevator equipment to provide primary recall, secondary recall, fire hat and shunt trip including programming as necessary for functional system.
- i. Contractor to relocate electrical equipment as noted in contract documents and not integral to the elevator equipment.
- j. This Bid Package includes connection of equipment supplied by others as required, this includes the elevator equipment, indoor and outdoor split systems and sump pump.
- k. Contractor shall provide ALL grounding requirements for all electrical.
- l. This Contractor shall wire all integral disconnects/starters for the Elevator Equipment. The Mechanical and Elevator Contractor shall provide all integral disconnects/starters for Mechanical and Elevator Equipment.
- m. This Contractor shall provide and install all non-integral disconnects for the Mechanical and Elevator Equipment. All disconnects called to be relocated will be relocated by this contractor. Contractor shall plan work to minimize the disruption in service for disconnects to be relocated.
- n. This contractor shall install new pathways and cabling from IDF locations shown on place to elevator equipment room to serve new elevator cab Rath 2-way communication system. Existing POTS line in the elevator equipment room for the elevator telephone to be reused. Revise location and extend as necessary for new equipment locations. Contractor is responsible for coordinating with CHMHI for termination and testing. IP address will be provided by the owner.
- o. This contractor shall install covers on open junction boxes in the elevator shaft and in the elevator machine room.
- p. This contractor is responsible for removing existing smoke detectors as outlined in the contract documents, replacing them with heat heads during construction. Contractor to provide and install new smoke and heat detectors once construction is completed. Fire watch is required for any downtime of the fire alarm system for 4 hours or more.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## SECTION 01 1201

### GENERAL WORK REQUIREMENTS SCOPE OF WORK

#### **Bidding:**

1. The Contractor shall include all applicable fees, permits, freight, hoisting, scaffolding, clean up, supervision, overhead, etc. to perform his work.
2. Bidders to review ALL Bid Packages to fully understand the requirements of each package. Where two bid packages conflict, confirm with Construction Manager as to which package is to perform the work noted before bidding. After bidding, any conflict noted will be evaluated by the Construction Manager. The Construction Manager will then determine which package should perform the work and which package will credit the associated work's cost.
3. Where conditions conflict in the project manual or project drawings with Construction Manager's general work requirements, special work requirements, or bid package conditions, contact the Construction Manager for clarification. When in doubt figure the more extensive requirement.
4. Each contractor is responsible for the identification of alternates and how they relate to each bid package. If a bid package is affected in ANY way by ANY of the alternates, an add/deduct should be noted on the bid form. If there is no change in cost write zero dollars.
5. The Contractor should visit the site of the Work to acquaint the firm with all local conditions affecting the Contract, including the structure of the ground, the obstacles which may be encountered, and all other conditions relative to the Work to be performed; and shall not be allowed any extra compensation by reason of any difficulties or obstacles which the Bidder could have discovered or reasonably anticipated prior to Bidding. The Contractor shall review Instructions to Bidders for coordination of site visits.
6. On all project Drawings, figures take precedence over measurement by scale, and any scaling is done at the Contractor's own risk. The Design Professional shall decide on questions that may arise regarding the meaning and intent of the Project Drawings and Project Specifications. Should any details or figures have been omitted which are necessary to a clear understanding of the Work or should any error appear in either, or should discrepancies be found between the Project Drawings and Project Specifications, it shall be the duty of the Contractor to notify the Construction Manager of such omissions, errors, or discrepancies, and in no case proceed in uncertainty. Mistakes resulting from the Contractor's neglect to notify the Construction Manager in such matters shall be corrected at the expense of the Contractor. Bidders are responsible for all electronic documents and their use is at their risk.
7. All Contractors are responsible for on-the-job supervision of their work, or any subcontracted work. An onsite Superintendent or lead foreman is required during any time that work is being performed to coordinate their work and work with other trades. No superintendent or lead foreman may be replaced without approval of the Owner and DCI Group. Any work necessary to be performed after the regular working hours shall be supervised and shall be done at no additional cost to the Owner.
8. All food and drinks shall be confined to CM designated areas and a maintained covered trash container shall be provided by the contractor. Failure to comply with this rule may cause a need for extra cleaning efforts by others which will result in a back charge to the Contractor.
9. Tools, materials, and equipment storage and security is the responsibility of each Contractor.
10. All work shall comply with the applicable codes and standards adopted by the Authority having Jurisdiction.

11. All Authorities having Jurisdiction inspections shall be requested by the responsible contractor and coordinated through the Construction Manager. Attendance by contractors is mandatory as applicable to the work being inspected.
12. All contractors must have the appropriate licenses to perform work in the jurisdiction(s).
13. Before ordering any materials or performing any Work, the Contractors shall verify all measurements at the Project Site for the particular Work and be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of differences between actual dimensions and the measurements shown on the Project Drawings. Any noticeable discrepancy in this request shall be reported to the Construction Manager immediately for his consideration and decision. All the component parts of the Work shall be carefully checked and laid out in order that the structure as a whole shall conform to the intent of the Project Drawings and Project Manual.
14. The Contractor shall have personnel attending regular project meetings. These meetings will be held at intervals established by the Construction Manager. Contractors must have representative attending when they are on the job or needed for coordination prior to having work start on the project. The representative attending must be able to adequately represent the Contractor and speak on the Contractors behalf providing valuable information to the meeting; specifically, things such as schedule, cost, production, manpower, etc.
15. The Contractor will be required to attend all pre-installation conferences before commencement of related work.
16. The Contractor shall complete a daily log for each workday on site and submit to Construction Manager. Content of daily log will be directed by Construction Manager.

**Safety:**

17. The contractor shall comply with all local and federal, safety and health requirements.
  - a. The contractor will provide a safety plan customized for the project to DCI Group.
  - b. All prime contractors, subcontractors, and/or any second/third tier subcontractors must conduct weekly internal "toolbox safety" meetings and submit documentation of such to the Construction Manager.
  - c. It is the contractor's responsibility to notify other contractors on the jobsite of any hazardous materials to which their employees may be exposed. This communication shall be defined as the ability to produce all material SDS information customized for the project. This documentation shall be available for the duration a prime contractor, subcontractor, and/or any second/third/etc. tier subcontractors are onsite.
  - d. All Contractors shall inform their employees to immediately advise their supervisor of any unsafe conditions that are encountered. The supervisor shall promptly remediate such danger and/or contact the Construction Manager.
  - e. Contractors shall be responsible for adhering to all OSHA and facility fire watch and hot work requirements (See Construction Manager for facility requirements). Contractors performing hot work are to have a fire extinguisher in their work areas at all times as applicable.
  - f. All Contractors are responsible for their own fall protection.
  - g. Contractors are required to provide emergency phone numbers at the request of the Construction Manager. Emergency phone numbers are numbers where the Contractor can be reached during off hours.

- h. All floor edge, roof and similar openings, barricades, handrails, or cabling for fall protection will be installed by the Contractor that creates the hazard as part of that Contractor's scope of work. At no time shall an opening be left unprotected from fall hazard. All Contractors shall protect and maintain such devices per OSHA standards. When a device conflicts with the work of this bid package or when the work of this bid package replaces the need for such devices, this Contractor is responsible for removal. If the work of this Contractor requires additional holes/penetrations, this Contractor shall provide necessary protection until final materials are installed.
- i. No fire exit can be blocked at any time.

**Site Management:**

- 18. All contractors are responsible for all their own utility locates. This shall include both public and private locates. All Contractors shall coordinate locates with One Call Services.
- 19. When active services are encountered in the Work, protect, brace and support existing active sewers, gas, electric or other services, where required for proper execution of the Work. If existing active services are encountered that require relocation, make a request in writing for determination. Do not proceed with Work until written directions are received. Do not prevent or disturb the operation of active services that are to remain.
- 20. All contractors are required to protect their work. Provide proper protection for all existing work performed by others when performing your work next to, or around, other materials. Repair or replacement of any damaged material will be the responsibility of the contractor who damaged it.
- 21. All contractors/vendors are responsible for their own cutting and patching unless otherwise specified.
- 22. All contractors are responsible for maintaining dust and fume control during their work. Contractor will provide a dust and fume control plan customized for the project to DCI Group.
- 23. Contractors shall be responsible for maintaining traffic control coordination with the Owner, DCI Group, and the Authority Having Jurisdiction.
- 24. Public and private roadways will be maintained and cleaned as required by the contractor leaving debris, mud, excess gravel, etc. on roadways at their expense as defined in bid packages.
- 25. No steel track mounted equipment will be allowed on finished paved surfaces. Any damage to the finished paved surfaces will be repaired at the cost to the contractor causing such damage.
- 26. Bridging of finished pavement will be the responsibility of the contractor. This includes bridging curbs, pavement, sidewalks, etc. Any damage to the aforementioned including pavement markings, will be repaired or replaced at the cost of the contractor causing such damage.
- 27. Contractors that have work that requires equipment off of the existing roadways are required to locate and protect from damage all under and above ground existing features such as utilities, tunnels, landscaping, etc.... The Contractor will be responsible to repair back to original condition any damages that occur, including but not limited to ruts and sod damage.
- 28. Any areas disturbed or damaged by one's operation are to be repaired to Owner/Construction Manager's satisfaction.
- 29. The Contractor shall clean their installed materials prior to the next successor activity.

30. If a contractor applies layout/markings to the concrete slab that contractor shall be responsible for removal of such foreign material to meet the requirements of the floor covering manufacturer. All contractors are responsible for familiarizing themselves with the flooring materials included in the project, where they are located, and the floor preparation requirements to ensure that the flooring manufacturers' installation requirements are met. (See Construction Manager for information) Contractors shall coordinate with the party responsible for placing the concrete slab on grade and successor contractors working on the slab on grade. (Existing slabs on grade are to be treated similarly).
31. Any signs located on the jobsite must be approved by the Construction Manager. Signage will not be allowed in most cases unless it is required for safety or provides instructions.
32. Receiving, unloading and handling of material provided by the bid package shall be included. Spotting location shall be coordinated with the Construction Manager. All deliveries shall be coordinated with other Contractors and Construction Manager in advance of the delivery. Provide freight to the jobsite for any material provided. If storage is not available onsite, each bid package shall include other means of secure storage. If the contractor is not onsite to unload delivery, the delivery will be rejected and will have to be re-scheduled at the contractor's expense. Materials must be stored off the ground, out of the mud and on a solid surface. As required or needed, material should be stored on dunnage or pallets in order to keep it off the ground or surface below. Special storage is the responsibility of the respective contractor.
33. Contractors shall not store materials within construction designated locations without approval from Construction Manager. No materials storage will be allowed that may inhibit construction progress.
34. The Contractors shall layout and correctly establish all lines, levels, grades, positions, walls, partitions, equipment and location of all Work on the Project and be responsible for their accuracy and proper correlation with control lines, monuments and data furnished. Such monuments and data shall be carefully preserved and, if displaced, reset at the expense of the persons displacing them.
35. All Contractors are responsible for the coordination of their work with the complete set of specifications, construction drawings, addenda, request for information (RFI's), Architect's Supplemental Instruction to Contractor (ITC/ASI), shop drawings, coordination drawings, and other contract modifications.
36. The Contractor shall carefully inspect any work performed by others that is to receive, align, abut or similarly relate to the Contractor's work and shall immediately notify the Construction Manager in writing of any apparent defects, incompatibilities, or inconsistencies. The Contractor is responsible for coordinating and verifying the dimensions, measurements, and elevations at the project site relevant to the Contractor's work. If Contractor commences his work without a formal response to such written notice, such commencement shall constitute acceptance of all such work performed by others and of all such field conditions, and all costs incurred in connection with the Contractor's work as a result thereof shall be borne by Contractor.
37. Incorporate construction tolerances for the work of others into the design of the systems in this scope of work. Include field measurements of work by others and any necessary adjustments to systems prior to fabrication to accommodate such allowable tolerances, or accept all costs to correct materials, which do not fit job conditions.
38. Any interior work that is scheduled to be completed while Owner is in normal operation must be sensitive to the Owners continued use of the building. No workers are allowed to be in areas of the building that are not directly related to their scope of work. Hallways and general access paths to construction areas must also be kept clean at all times. The Owner has the right at any time to shut down any construction activities that they deem to be too much of a distraction to the occupants of the building.

39. All contractors are responsible for familiarizing themselves with the coordination and sequencing requirements related to Owner furnished equipment.
40. If not already required by the contract documents and reasonably requested by the Construction Manager, the Contractor shall prepare coordinated drawings in areas of congestion specifically noting and advising the Construction Manager of potential conflicts between the Contractor's work and other work at the project. Even with such cooperative and coordinated efforts should a conflict occur the Construction Manager will determine how such conflicts should be resolved and its decision in that regard will be final. The Contractor agrees to abide by such decisions and make any changes required to eliminate such conflict without additional costs or expense to the Owner.

**Schedule Management:**

41. Prior to the commencement of the construction for the Prime Contract Work, the Prime Contractor shall participate in a minimum of two (2) joint planning meetings with the Construction Manager and other Prime Contractors for the purpose of planning the overall Construction Schedule. A Preliminary Construction Schedule as developed by the Construction Manager will be used as the basis of the overall Construction Schedule. In consultation with the Prime Contractor, the Construction Manager shall incorporate the Prime Contract Work and work of other prime contractors into the overall Construction Schedule for the entire project. Critical Milestones and working hours as defined by the Construction Manager (as included in the bidding documents) will not be altered. The Prime Contractor shall on a weekly basis (at a minimum) provide the Construction Manager with scheduling information with regards to progress and work to be performed in the next 4 (four) weeks. The Prime Contractor shall be bound by the Construction schedule. Nothing in the Prime Contract Agreement shall relieve the Prime Contractor of any liability for any unexcused failure to comply with the agreed upon overall Construction Schedule or any completion dates. The Construction Manager shall have the right to coordinate the Prime Contractors, including the right, if necessary, to change the time, order and priority in which the various portions of the Prime Contract Work and other work associated with the Project shall be performed.
42. All prime contractors, subcontractors, and/or any second/third tier subcontractors onsite shall participate in daily coordination meetings with the Construction Manager as well as weekly work plan meetings as the project progresses.
43. All Contractors shall cooperate with the Construction Manager, consultants, and with other Contractors. The completion of the Work will depend upon a collective effort by all parties involved.

**General Housekeeping:**

44. Daily cleanup (broom clean) of dust and debris from construction operation is part of each contractor's scope of work. If any contractor fails to keep the site clean and organized on a continuous basis, the Construction Manager will notify the contractor in writing only once. The contractor will then have 24 hours to correct the situation. If the contractor fails to correct the situation, the Construction Manager will hire another party for cleaning and charge the said contractor. The Contractor shall submit prior to beginning work a plan to the Construction Manager defining manpower and methods for achieving daily cleanup. If Construction Manager deems necessary, each Contractor shall provide 1 employee for each 5 employees on the project to clean all work areas and/or staging areas to a broom clean condition. If the Contractor has less than 5 employees on site, the contractor will provide 1 employee to the necessary cleanup requirement. Cleanup duration will take as long as it takes to achieve the broom clean results.

45. Daily cleanup shall include all applicable portions of a project including but not limited to the building, site, public streets, lay-down areas, and designated contractor parking areas.
46. If rework is necessary to be performed by any contractor, that contractor shall be responsible for all associated cleanup and installation/removal of protection measures on all adjacent surfaces where rework took place including access to and from the area.

## **SECTION 01 1202**

### **SPECIAL WORK REQUIREMENTS SCOPE OF WORK**

1. Bidders are to hold their bids for a period of sixty (60) days after the bid.
2. Contractors and their employees shall show utmost respect for the occupying public/staff. Profanity and unnecessary loud language will not be tolerated.
3. Contractors shall instruct their personnel to not allow public/staff to follow them into the work areas nor assist the public/staff in going into other restricted areas.
4. Each Contractor working in Owner occupied space will provide necessary means of protection to floors, walls, ceilings, equipment as required to accomplish work without harming or damaging existing conditions. All damage performed during this work will be charged to the responsible contractor.
5. The use of motorized scissor lifts will not be allowed except under special circumstances and must have prior approval from the Construction Manager.
6. Contractor's deliveries during school hours will require an attendant to guide truck traffic into the designated construction entrance(s) for safety. All deliveries must be accepted by the Contractor.
7. Owner will provide snow removal to all existing pavements on campus that are not under construction. See specific Contractor's responsibility under specific Bid Packages.
8. Contractor includes complete cleanup and haul off to dumpster (Provided by Bid Package #1) for all typical construction debris resulting from this scope of work. Bid Package #1 Contractor will be responsible for providing dumpsters as required for the entire project duration and understands that ALL Bid Packages will be using dumpster. Each Prime Contractor to provide brooms, shovels and other equipment for cleanup for their respective scope of work. Excess materials shall be removed from the site at the Contractor's expense. All primes shall remove debris on a daily basis.
9. Contractor will be responsible to provide portable generators or an alternative power source for all tools and equipment that require a power source higher than 120 Volt.
10. Contractors working on roofs are required to take appropriate precautionary measures to protect existing roofing from damage. Contractors are required to take all precautionary measures necessary to ensure that their items do not fall or blow off the roofs.
11. Prior to performing work in areas with smoke and fire detection systems the Contractor shall coordinate with the CM precautionary measures to eliminate false alarms. If the fire alarm system is activated and there is not an emergency the Contractor responsible for the false activation shall be responsible to pay for all resulting owner incurred expenses such as Emergency Response fees.
12. Contractors shall document existing conditions prior to start of work. All damage to existing pavements, landscaped areas, and all other existing property will be repaired by the responsible Contractor. Interior as well.
13. See flowcharts in the following pages. These flowcharts will aid the bidder(s) in understanding how communication will flow during construction.
14. The Prime Contractor's shall provide the Construction Manager detailed information as outlined below for the purpose of developing the Construction Schedule:

#### **SUBMITTALS:**

- Submittal Schedule: Prime Contractor shall submit a submittal schedule listing all required submittals, submittal "To CM" dates, procurement durations, and expected dates for materials to be on the jobsite. The submittal schedule shall be submitted to the CM within five (5) business days of receipt of Owner/Prime Contractor Agreement.
  - Format: Submittal Schedule shall be prepared in an Excel spreadsheet.
  - Materials & Long Lead Procurement: Prime Contractor shall identify any/all submittal items that require "field verifies" and also identify the dates when these field verifies can be taken.
15. See preliminary construction schedule in the following pages. This schedule will aid the bidder(s) in understanding the preliminary scheduling and planning for the project. As the construction schedule is

finalized the **Prime Contractor and their Subcontractors** shall participate in a meeting with the Construction Manager and other Prime Contractors for the purpose of presenting the overall Construction Schedule. These “Subcontractors” shall be any/all subcontractors who will be performing Work on the project.

16. Per the preliminary construction schedule the bidder(s) acknowledges that there are multiple mobilizations, phases, sub-phases, material deliveries, and milestone completion dates required in order to complete the work.
17. The Owner owns the weather duration contingency as shown in the preliminary construction schedule on the following pages. The Construction Manager manages and will adjust the weather duration contingency. As weather days are not utilized the milestone dates shall be adjusted accordingly.
18. **Expected work hours will be 7:00 AM to 5:00 PM Monday thru Friday (5 day work week). Contractors requiring working time other than these hours are to coordinate and receive approval in advance from the Construction Manager. The Contractor shall provide at his expense increased work crews and/or overtime necessary to meet the scheduled milestones. Contractor shall immediately notify the Construction Manager of any delays in the work. Special shift requirements and exceptions are as follows:**
19. The forecasted date to start construction is February 16, 2027.
20. All questions concerning the bid requirements should be addressed to Construction Procurement, [construction.procurement@das.iowa.gov](mailto:construction.procurement@das.iowa.gov) in writing and will be clarified in writing by Addendum.
21. After contract award bid the Contractor is required to attend a meeting with the Construction Manager to review bid package scopes.
22. Parking and material staging on site will be limited. All contractors shall coordinate one’s parking and material staging with the DCI Group Project Manager, DCI Superintendent or DCI Designated Personnel.
23. The jobsite is on Public Property. Smoking or smokeless tobacco **WILL NOT** be allowed. Also, no shelled sunflower seeds are allowed inside the enclosed facility.
24. No radios or headsets are allowed in the construction areas.
25. All noise, vibration, disconnections and disruptions caused by one’s work MUST be coordinated in advance with the Construction Manager and Owner. Provide a minimum of 48 hours’ notice of any such disruption.
26. All warranties start at Project Substantial Completion, Contractor will be required to provide from this date and not the startup date of the equipment. Contractor will not be compensated for any cost related to purchasing extended warranties to meet this requirement. See Special Work Requirements for project schedule information.
27. Contractors shall maintain accurate as-built construction records and provide complete clean and legible copies to Construction Manager on completion of work. All Contractors will be required to provide electronic copies as well as hard copies of all O&M’s and as-built drawings. See Project Manual for additional Closeout requirements.

## **END OF SECTION 01 1202**

## **SECTION 01 2500**

### **SUBSTITUTION PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Substitution Procedures
- B. Request for Substitution form

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION**

##### **3.01 SUBSTITUTION PROCEDURES**

- A. Where the Bidding Documents stipulate a specific product be provided by naming one or more manufacturer and model, a substitute product will be considered when written request is received by the date and time identified in Section 00 1113 NOTICE TO BIDDERS. Substitution requests will be considered for all products, even if the specification does not include a statement such as “or equal,” “equal to,” “equivalent to,” or “basis of design,” unless noted otherwise.
- B. References in the Bidding Documents to brand or trade names are intended to illustrate the general characteristics of the item and not to limit competition unless noted otherwise.
- C. The written request shall be on the “Request for Substitution” form included in the Project Manual. If no such form is included, the request shall be provided on the letterhead of the company making the request.
- D. Substitution requests received after the specified date will be viewed in the context of a Change Order to the Contract, and consideration will only be given in the event a product becomes unavailable or not practical due to no fault of the Contractor, or the substitution is substantially to the Owner’s advantage (equal product for less cost or higher quality product at no change in Contract Sum).
- E. Document each substitution request with complete data substantiating compliance of the proposed substitution with the Bidding Documents. Each request shall identify the specified product for which the substitution is requested, and shall clearly describe the product for which approval is requested. The burden shall be on the requester to demonstrate the proposed substitute product’s suitability for use in the Work and its equivalency or superiority in function, appearance, quality, and performance with the product named in the Bidding Documents.
- F. A description of any changes to the Bidding Documents that the proposed substitution will require shall be included with the request. The requester shall affirm that dimensions shown on the Drawings will not be affected by the substitute product, and that it will have no adverse effect on other trades, the construction schedule, or specified warranty requirements. The request for use of a substitute product shall be signed by an authorized representative of the firm submitting the request, who shall state that the firm will pay for any changes to the building design, including Design Professional’s design, detailing, and construction cost caused by the requested substitution if the substitution is approved for use in the Work.
- G. All such substitute products approved for use in the Work during the established period of time before receipt of Bids will be identified in a subsequent Addendum to the Bidding Documents.

##### **3.02 REQUEST FOR SUBSTITUTION FORM**

- A. A Request for Substitution Form is attached following this page.
- B. Substitution requests shall be emailed to the Issuing Officer at the email address provided in Instructions to Bidders Section 1.04.

**END OF SECTION**

## PRODUCT APPROVAL REQUEST

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

PROJECT NAME: \_\_\_\_\_ PROJECT #: \_\_\_\_\_

### PRODUCT INFORMATION

Specified Item: \_\_\_\_\_

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Paragraph: \_\_\_\_\_ Description: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

#### Attached data includes:

1. Product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identifying applicable portions
2. Description of changes to Contract Documents and proposed substitution required for its proper installation
3. Comparison to specified products

#### The undersigned certifies the following items, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned shall pay for changes to building design, including engineering design, detailing and construction costs caused by proposed substitution.
3. The proposed substitution has no adverse affect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable for proposed substitution.
5. Submitter certifies the proposed substitution meets the specifications and product is equal to or superior to product(s) specified.
6. The products approval shall be removed if the product fails, if product is removed from the approved list or if there are design changes to the product.

### CONTACT INFORMATION

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

### Attachments

#### FOR USE BY A/E

- ☐ APPROVED
- ☐ APPROVED AS NOTED
- ☐ NOT APPROVED
- ☐ RECEIVED TOO LATE
- ☐ INADEQUATE SUBMITTAL TO MAKE JUDGEMENT

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

*Products not approved in addendums prior to pricing are not approved. Provide only specified products.*

## SECTION 01 2600

### CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Change procedures

##### 1.02 CHANGE PROCEDURES

- A. The Design Professional will advise of minor changes in the work not involving an adjustment to Contract Sum/Price or contract time as authorized.
- B. The Construction Manager may issue a Proposal Request that includes a detailed description of a proposed change with supplementary or revised drawings and specifications and a change in contract time for executing the change as provided by the Design Professional. The Trade Contractor will prepare and submit an estimate within 7 calendar days. Estimates shall be provided for the project at no cost, regardless of acceptance or rejection of proposal.
- C. The Trade Contractor may propose changes by submitting a Request for Information to the Construction Manager, describing the proposed change and its full effect on the work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and contract time with full documentation and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with the specifications. Construction Manager will forward the Request for Information on to the Design Professional for their official response.
- D. Stipulated Sum/Price Change Order: Based on executed Change Order and contractor's fixed price quotation.
- E. Unit Price Change Order: The change order will be executed on a fixed unit price basis for pre-determined unit prices and quantities. Changes in contract price or contract time will be computed as specified for time and material change orders.
- F. Time and Material Change Order: The change order will be executed on a not to exceed basis. Design professional and Construction Manager will determine the not to exceed estimated cost based on contractor's proposal for hourly rates and material costs. Maintain detailed records of work done on time and material basis. Time and Material tickets must be submitted daily to the Construction Manager for verification. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the work. Submit itemized account and supporting data after completion of change. A final deductive change order will be issued to reconcile final cost to the initial change order.
- G. Change Order Forms: CONSENSUSDOC Forms provided by Owner.
- H. Execution of Change Orders: The Construction Manager will issue change orders for signature of parties as provided in the Conditions of the Contract.
- I. With respect to pricing change orders, the percentage mark-up for overhead and profit is subject to the following limits:
  - 1. Fifteen (15) percent maximum for work directly performed by employees of the Constructor, Subcontractor or Sub-subcontractor.
  - 2. Five (5) percent maximum for work performed or passed through by a Subcontractor and passed through to the Owner by the Constructor.
  - 3. Five (5) percent maximum Subcontractor's mark-up for Work performed by a Sub-Subcontractor and passed through to the Owner by the Subcontractor and Constructor.
  - 4. The maximum allowable mark-up shall be twenty-five (25) percent passed through to the Owner by the Constructor under any circumstances. Overhead and profit shall be shown separately for the Constructor and each Subcontractor of any tier performing the Change Order Work.
- J. Contractor and subcontractor agree to provide and require all suppliers to provide a detailed breakdown of labor, labor burden, materials, installation, rental, and fuel costs.

- K. Please refer to Article 8 of **CONSENSUSDOCS 802- STANDARD FORM OR AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR** for additional Change Procedures.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## **SECTION 01 2900**

### **PAYMENT PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Schedule of values
- B. Application for payment

##### **1.02 SCHEDULE OF VALUES**

- A. Coordination: Trade Contractor will coordinate preparation of the Schedule of Values with preparation of the Construction Manager's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule, and Construction Manager's Construction Schedule.
  - 2. Submit original Schedule of Values in Procore within 14 days after date of Owner-Trade Contractor Agreement. Schedule of Values must be approved by Owner prior to submission for first application for payment.
- B. Format: Utilize the Table of Contents of this project manual. Identify each line item with number and title of the major specification section. Each major specification section should be further itemized by materials cost, labor cost and subcontractor cost for each building separately for the base bid and all accepted alternates. Identify site mobilization, bonds and insurance and include a line item for closeout paperwork for a value of no less than 1% of the total contract value or \$1,000, whichever is greater.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name and address of Owner, Trade Contractor, Construction Manager and Design Team.
    - c. DAS Project Number.
    - d. Date of Submittal.
  - 2. Revise the Schedule of Values to list approved Change Orders with each Application for Payment.

##### **1.03 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications for payments as certified by the Design Professional and paid for by Owner.
  - 1. Application for Payment at time of Substantial Completion and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement. Progress payments shall be submitted to the Construction Manager. Any request for payment for work completed prior to June 30<sup>th</sup> of any year needs to be submitted by July 15<sup>th</sup> of the same calendar year.
- C. Payment Application Forms: Use AIA form G702 and G703 as the form for the Application for Payment or an equivalent approved by the owner.
- D. Include lien waiver forms required by the owner when applicable.
- E. Application Preparation: Complete every entry on form. Construction Manager will return incomplete applications without action.
  - 1. Include amounts of Change Orders issued before last day of construction period covered by application.

- F. Waivers of Mechanic's Lien: If requested by Owner with each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment when applicable.
  - 1. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 2. Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:
  - 1. Schedule of Values
  - 2. Certificates of insurance and insurance policies.
  - 3. Lists of vendors and any subcontractors.
- H. Application for Payment at Substantial Completion: After the Certificate of Substantial Completion has been fully executed, submit an Application for Payment showing 100 percent completion for the portion of the Work claimed as substantially complete, not including the closeout paperwork line item.
  - 1. Include documentation supporting the claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Letter of Notification to all sub-contractors and suppliers of application for release of retainage.
  - 8. Evidence that claims have been settled.
- J. Payments will be made to the extent of the value of the work performed in the previous month less a retainage amount of 3% of the value of the work performed. Upon substantial completion for the entire work, a sum sufficient to decrease the total retained to 3% of the contract sum, plus the full amount of the line item for closeout paperwork, plus such other retainage as the engineer shall determine for all incomplete work and unsettled claims will be authorized. The closeout paperwork line item may only be billed once the certificate of final completion has been fully executed.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## SECTION 01 3100

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Coordination
- B. Pre-construction meeting
- C. Progress meetings
- D. Coordination Meetings
- E. Requests for Interpretation (RFIs)
- F. Background Checks
- G. Utility Locates/Ground Penetrations

##### 1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the project manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative procedures: The Trade Contractor will coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Trade Contractor's Construction Schedule.
  - 2. Provide updated information for Construction Manager's Construction Schedule.
  - 3. Preparation of Schedule of Values.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities
- C. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work, which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated conceal pipes and wiring within the construction. Coordinate locations of piping with finish elements.
- F. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.
- G. After owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of owner's activities.
- H. During construction coordinate use of site and facilities through Construction Manager.
- I. Comply with Construction Manager and Owner's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

- J. Make the following types of submittal to Architect through the Construction Manager via Procore:
1. Request for Information/Interpretation.
  2. Request for substitution.
  3. Shop drawings, product data, and samples.
  4. Test and inspection reports.
  5. Design data.
  6. Manufacturer's instructions and field reports.
  7. Applications for payment and change order requests.
  8. Progress schedules.
  9. Coordination drawings.
  10. Correction punch list and final correction punch list for substantial completion
  11. Closeout submittals

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION**

**3.01 PRE-CONSTRUCTION MEETING**

- A. The Construction Manager and Owner will schedule a meeting after Notice of Award.
- B. Required: Design Professional, Owner, Construction Manager, Trade Contractor and any Sub Contractors.
- C. Agenda:
1. Execution of Owner-Contractor Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Distribution of Contract Documents.
  4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  5. Designation of personnel representing the parties in Contract.
  6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, change orders, RFIs and contract closeout procedures
  7. Tentative construction schedule.
  8. Critical work sequencing and long-lead items.
  9. Procedures for testing and inspecting.
  10. Preparation of Record Documents.
  11. Safety Procedures.
  12. Owner's requirements.
  13. Security and housekeeping procedures.
  14. Background Checks.
  15. Responsibility for temporary facilities and controls.
  16. Construction waste management.
  17. Logistics (use of premise, parking, work restrictions, maintain egress, etc.)
- D. The Construction Manager is to record minutes and distribute copies within two days after meeting to participants, with one copy to owner, participants, and those affected by decisions made.

**3.02 PROGRESS MEETINGS**

- A. The Construction Manager shall schedule and administer meetings throughout progress of the work at bi-weekly intervals.
- B. The Construction Manager is to make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings, record minutes and distribute copies within two days to those affected by decisions made.
- C. Attendees may include: Project superintendent, major subcontractors and suppliers, Owner, Construction Manager, Architect/Engineer, as appropriate to agenda topics for each meeting.

All participants at the conference call shall be familiar with the Project and authorized to conclude matters relating to the Work.

D. Agenda:

1. Review minutes of previous meetings.
2. Review the Construction Manager's Construction Schedule.
3. Field observations, problems, and decisions.
4. Identification of problems that impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of RFI's.
7. Review of off-site fabrication and delivery schedules.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to work.
14. Access, temporary facilities and controls, housekeeping and progress cleaning.
15. Safety.
16. Status of proposal requests, pending changes, official Change Orders.

E. Minutes:

1. Following the meeting, the meeting minutes will be published in Procore by the Construction Manager for all parties.

### **3.03 COORDINATION MEETINGS**

- A. Coordination meetings will be held at the discretion of the construction manager.

### **3.04 REQUESTS FOR INTERPRETATION (RFIs)**

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, prepare and submit an RFI in Procore.
1. RFIs shall originate with Trade Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the Work.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Specification Section number and title and related paragraphs, as appropriate.
  2. Drawing number and detail references, as appropriate.
  3. Field dimensions and conditions, as appropriate.
  4. Trade Contractor's suggested solution(s). If Trade Contractor's solution(s) impact the Contract Time or the Contract Sum, Trade Contractor shall state impact in the RFI.
  5. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Design Professional's Action: Design Professional will review each RFI, determine action required, and return it. Allow seven (7) working days for Design Professional's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. The following RFIs will be returned without action:
1. Requests for approval of submittals.
  2. Requests for approval of substitutions.
  3. Requests for coordination information already indicated in the Contract Documents.
  4. Requests for adjustments in the Contract Time or the Contract Sum.
  5. Requests for interpretation of Design Professional's actions on submittals.
  6. Incomplete RFIs or RFIs with numerous errors.
  7. Design Professional's action may include a request for additional information, in which case Design Professional's time for response will start again.

- D. Design Professional's action on RFIs that may result in a change to the Contract Time or the Contract Sum/Price.
  - 1. If Trade Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Manager in writing within ten (10) days of receipt of the RFI response.
- E. On receipt of Design Professional's response in Procore, review the response and notify Design Professional within seven (7) days if Trade Contractor disagrees with response.

### **3.05 BACKGROUND CHECKS**

- A. Background checks must be performed on all on site employees, including sub-contractors.
- B. The Contractor hereby explicitly authorized the Iowa DAS to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, supervisory personnel, employees, and other staff retained by the Contractor or their sub-contractors for the performance of the contract.
- C. A state of Iowa record check request form will be provided at the pre-construction meeting. Information required may include:
  - 1. Last Name
  - 2. First Name
  - 3. Middle Name
  - 4. Date of Birth
  - 5. State Driver's License or State ID #
  - 6. Social Security #

### **3.06 UTILITY LOCATES/GROUND PENETRATIONS**

- A. Call Iowa One Call at 800-292-8989 to request a locate
  - 1. Requests must be least five (5) working days prior to ground penetration.

**END OF SECTION**

## CONSTRUCTION PROJECT REQUEST FOR NOTIFICATION AND/OR SERVICES FROM CHMHI

Notifications must be provided to Owner's Representative to forward to CCM Plant Operations Manager. Information must be received by Owner's Representative in email format. Notice for tunnel repairs must be received 11 days before the work is to occur (for tunnel shut downs). All other notices must be received by the Owners Representative 4 working days prior to the work occurring.

**DAS Project Number:** \_\_\_\_\_

**Brief Description of Work:** \_\_\_\_\_

\_\_\_\_\_

**Building:** \_\_\_\_\_

**Affected Locations within Building:** \_\_\_\_\_

**Dates of Work:** \_\_\_\_\_

**Hours of Work:** \_\_\_\_\_

**Impact:**      ☐ Parking      ☐ Noise      ☐ Odors      ☐ Equipment      ☐ Other disruption  
  
☐ Dust      ☐ Fire Alarm      ☐ HVAC      ☐ Plumbing/Restroom      ☐ Lighting  
  
☐ Power/Electrical      ☐ Private/Public Utility Locate      ☐ \_\_\_\_\_

**Escort:**      ☐ Required      ☐ Not Required      ☐ Need assistance to determine

**Additional Information:** (or attached map/drawing of affected area/impact)

\_\_\_\_\_

## SECTION 01 3100.01

### WEB BASED CONSTRUCTION MANAGEMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Owner and Contractor shall utilize **Procore Technologies, Inc. Procore** system for electronic submittal of all data and documents (unless specified otherwise by the owner's representative) throughout the duration of the Contract. **Procore** is a web-based electronic media site that is hosted by **Procore Technologies, Inc.**, utilizing their **Procore** web solution. **Procore** will be made available to all contractors' project personnel, subcontractor personnel, suppliers, consultants and the Designer of Record. The joint use of this system is to facilitate; electronic exchange of information, automation of key processes, and overall management of the contract. **Procore** shall be the primary means of project information submission and management. When required by the Owners representative, paper documents will also be provided. In the event of discrepancy between the electronic version and paper documents, the paper documents will govern. **Procore** is a registered trademark of **Procore Technologies, Inc.**

##### 1.02 USER ACCESS LIMITATIONS

- A. The Owner's Representative/Construction Manager will control the Contractor's access to **Procore** by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system, determine assigned function-based authorizations (determines what can be seen) and user privileges (determines what they can do). Sub-contractors and suppliers will be given access to **Procore** through the Contractor. Entry of information exchanged and transferred between the Contractor and its sub-contractors and suppliers on **Procore** shall be the responsibility of the Contractor.
1. Joint Ownership of Data: Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the **Procore** system) by the Owner's Representative and the Contractor will be jointly owned.

##### 1.03 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

- A. Review comments made (or lack thereof) by the Owner on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. Owner's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

##### 1.04 SUBMITTALS

- A. See Section 01 3300 SUBMITTAL PROCEDURES:
- B. Preconstruction Submittals
1. List of Contractor's key **Procore** personnel. Include descriptions of key personnel's roles and responsibilities for this project. Contractor should also identify their organization's administrator on the list.

##### 1.05 COMPUTER REQUIREMENTS

- A. The Contractor shall use computer hardware and software that meets the requirements of the **Procore** system as recommended by **Procore Technologies, Inc.** to access and utilize

**Procore.** As recommendations are modified by **Procore**, the Contractor will upgrade their system(s) to meet the recommendations or better. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The contractor will ensure that connectivity to the **Procore** system (whether at the home office or job site) is accomplished through DSL, cable, T-1 or wireless communications systems. The minimum bandwidth requirement for using the system is 128kb/s. It is recommended a faster connection be used when uploading pictures and files into the system. **Procore** supports the current and prior two major versions of Chrome, Firefox, Internet Explorer, and Safari.

- B. The Contractor shall be responsible for the validity of their information placed in **Procore** and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, cad drawing applications, and Adobe Portable Document Format (PDF) document distribution program. The Contractor shall utilize the existing forms in **Procore** to the maximum extent possible. If a form does not exist in **Procore** the Contractor must include a form of their own or provided by the Owner representative as an attachment to a submittal. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of **Procore** (outside what is provided by the owner) and the other programs indicated above as needed.
- C. User Access Administration: Provide a list of Contractor's key **Procore** personnel for the Owner's Representative acceptance. Contractor is responsible for adding and removing users from the system. The Owners Representative reserves the right to perform a security check on all potential users. The Contractor will be allowed to add additional personnel and sub-contractors to **Procore**.

#### 1.06 CONNECTIVITY PROBLEMS

- A. **Procore** is a web-based environment and therefore subject to the inherent speed and connectivity problems of the Internet. The Contractor is responsible for its own connectivity to the Internet. **Procore** response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The Owner will not be liable for any delays associated from the usage of **Procore** including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The contractor will ensure that connectivity to the **Procore** system (whether at the home office or job site) is accomplished through DSL, cable, T-1 or wireless communications systems. The minimum bandwidth requirement for using the system is 128kb/s. It is recommended a faster connection be used when uploading pictures and files into the system. Under no circumstances shall the usage of the **Procore** be grounds for a time extension or cost adjustment to the contract.

#### 1.07 TRAINING

- A. The Construction Manager shall provide the necessary training to the Prime Contractor.

### PART 2 - PRODUCTS

#### 2.01 DESCRIPTION

- A. **Procore** project management application (no equal) Provided by Procore Technologies, Inc. [www.Procore.com](http://www.Procore.com)

## PART 3 - EXECUTION

### 3.01 PROCORE UTILIZATION

- A. **Procore** shall be utilized in connection with submittal preparation and information management required by Sections:
  - 1. PROJECT MANAGEMENT AND COORDINATION
  - 2. CONSTRUCTION PROGRESS DOCUMENTATION
  - 3. SUBMITTAL PROCEDURES
  - 4. QUALITY REQUIREMENTS
  - 5. Other Division One sections.
  - 6. Requirements of this section are in addition to requirements of all other sections of the specifications.
- B. Design Document Submittals
  - 1. All design drawings and specifications shall be submitted as cad .dwg files or PDF attachments to the **Procore** submittal work flow process and form.
- C. Shop Drawings
  - 1. Shop drawing and design data documents shall be submitted as cad .dwg files or PDF attachments to the **Procore** submittal work flow process and form. Examples of shop drawings include, but are not limited to:
    - 2. Standard manufacturer installation drawings.
    - 3. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
    - 4. Steel fabrication, piece, and erection drawings.
- D. Product Data
  - 1. Product catalog data and manufacturer's instructions shall be submitted as
  - 2. PDF attachments to the **Procore** submittal work flow process and form. Examples of product data include, but are not limited to:
    - 3. Manufacturer's printed literature.
    - 4. Preprinted product specification data and installation instructions.
- E. Samples
  - 1. Sample submittals shall be physically submitted as specified in Section 01 3300 SUBMITTAL PROCEDURES. Contractor shall enter submittal data information into **Procore** with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:
    - 2. Product finishes and color selection samples.
    - 3. Product finishes and color verification samples.
    - 4. Finish/color boards.
    - 5. Physical samples of materials.
- F. Administrative Submittals
  - 1. All correspondence and pre-construction submittals shall be submitted using **Procore**. Examples of administrative submittals include, but are not limited to:
    - 2. Digging permits and notices for excavation.
    - 3. List of product substitutions
    - 4. List of contact personnel.
    - 5. Notices for roadway interruption, work outside regular hours, and utility cut overs.
    - 6. Requests for Information (RFI).
    - 7. Construction progress Schedules and associated reports and updates.
      - a. Each schedule submittal specified in CONSTRUCTION PROGRESS DOCUMENTATION shall be submitted as a native backed-up file (.PRX or .STX) of the scheduling program being used. The schedule will also be posted as a PDF

file in the format.

8. Plans for safety, demolition, environmental protection, and similar activities.
9. Quality Control Plan(s), Testing Plan and Log, Quality Control Reports, Production Reports, Quality Control Specialist Reports, Preparatory Phase Checklist, Initial Phase Checklist, Field Test reports, Summary reports, Rework Items List, etc.
10. Meeting minutes for quality control meetings, progress meetings, pre-installation meetings, etc.
11. Any general correspondence submitted.

G. Compliance Submittals

1. Test reports, certificates, and manufacture field report submittals shall be submitted on **Procore** as PDF attachments. Examples of compliance submittals include, but are not limited to:
  - a. Field test reports.
  - b. Quality Control certifications.
  - c. Manufacturer's documentation and certifications for quality of products and materials provided.

H. Record and Closeout Submittals

1. Operation and maintenance data and closeout submittals shall be submitted on **Procore** as PDF documents during the approval and review stage as specified, with actual set of documents submitted for final. Examples of record submittals include, but are not limited to:
  - a. Operation and Maintenance Manuals: Final documents shall be submitted as specified.
  - b. As-built Drawings: Final documents shall be submitted as specified.
  - c. Extra Materials, Spare Stock, etc.: Submittal forms shall indicate when actual materials are submitted.

I. Financial Submittals

1. Schedule of Value, Pay Applications and Change Request Proposals shall be submitted on **Procore**. Supporting material for Pay Applications and Change Requests shall be submitted on **Procore** as PDF attachments. Examples of compliance submittals include, but are not limited to:
  - a. Contractors Schedule of Values
  - b. Contractors Monthly Progress Payment Requests
  - c. Contract Change proposals requested by the project owner

**END OF SECTION**

## **SECTION 01 3200**

### **CONSTRUCTION PROGRESS DOCUMENTATION**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Construction Progress Schedule
- B. Construction Manager's Construction Schedule
- C. Submittal Schedule
- D. Daily Construction Reports
- E. Progress Photographs

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION**

##### **3.01 CONSTRUCTION MANAGER'S MASTER CONSTRUCTION SCHEDULE**

- A. Upon award of package, Contractor agrees to accept and meet or improve upon the schedule proposed in section **00 3113 PRELIMINARY SCHEDULE** with intermediate handoffs. Each package contractor will be required to participate in schedule coordination meetings with the Construction Manager.
- B. If the bid package contractor does not meet the handoff milestones in the master construction schedule, the bid package contractor shall take measures to increase work forces, increase work hours, initiate revisions to means and methods of construction, and/or other similar measures as required to make up lost time and complete the work in accordance with the construction schedule and remain consistent with project progress and overall construction schedule. Such measures shall be at no additional cost to the Owner. The Construction Manager shall have sole discretion on decisions to accelerate work.
- C. Updating the master construction schedule – Contractors are required to attend and participate in schedule coordination update meetings with the Construction Manager. This will be an opportunity for contractors to further define their scheduled scope of work in conjunction with other trades on site.
- D. Acceptance of revised master construction schedule – After an updated master construction schedule has been issued via Procore, Contractors will have 48 hours to dispute the new schedule. All contractors will be held to the last fully accepted master construction schedule.

##### **3.02 CONSTRUCTION PROGRESS SCHEDULE**

- A. Submit preliminary outline to the Construction Manager no later than 48 hours prior to the pre-construction meeting for coordination with Owner's requirements.
- B. Submit revised progress schedule with each application for payment.
- C. Schedules will be electronically submitted through Procore.
- D. Distribute copies of reviewed schedules to project site file, subcontractors, suppliers, and other concerned parties.
- E. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- F. Submit computer generated horizontal bar chart with separate line for each major portion of work or operation, identifying the first day of each week.
- G. Show complete sequence of construction activity, identifying work of separate stages and other

logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

- H. Indicate estimated percentage of completion for each item of work at each submission.
- I. Participate in joint review and evaluation of schedule with Construction Manager.
- J. Revisions to schedules:
  - 1. Indicate progress of each activity to date of submittal and projected completion date of each activity.
  - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
  - 3. Prepare narrative report to define problem areas, anticipate delays, and impact on schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

### **3.03 SUBMITTAL SCHEDULE**

- A. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrications, and delivery when establishing dates.
  - 1. Coordinate submittal schedule with list of subcontractors, the schedule of values, and construction schedule.
  - 2. Submit concurrently with first complete submittal of contractor's construction schedule.

### **3.04 DAILY CONSTRUCTION REPORTS**

- A. Daily Construction Reports: Submitted at weekly intervals.
  - 1. Daily Construction Reports will be submitted to Construction Manager.
- B. Prepare a daily construction report recording the following information concerning events at project site:
  - 1. Count of personnel at Project site
  - 2. Equipment at Project site
  - 3. Material Deliveries
  - 4. High and low temperatures and general weather conditions, including presence of rain or snow
  - 5. Accidents
  - 6. Meetings and significant decisions
  - 7. Unusual events
  - 8. Stoppages, delays, shortages, and losses
  - 9. Meter readings and similar recordings
  - 10. Emergency procedures
  - 11. Orders and requests of authorities having jurisdiction
  - 12. Change orders received and implemented
  - 13. Services connected and disconnected
  - 14. Equipment or system tests and startups
  - 15. Partial completions and occupancies
  - 16. Substantial completions authorized

### **3.05 PROGRESS PHOTOGRAPHS**

- A. Progress photographs will be electronically submitted through Procore.
- B. Preconstruction Photographs: Before starting construction, take photographs of project site and surrounding properties, including existing items to remain during construction, from different

vantage points, as directed by Construction manager.

1. Take additional photographs as required to record existing damage to site, structure, equipment, or finishes.
- C. Periodic Construction Photographs: Take photographs at regular intervals. Select vantage points to show status of construction and progress since last photographs were taken.
- D. Field Completion Construction Photographs: Take photographs after date of Substantial Completion for submission as project record documents. Construction manager will inform of desired vantage points.

**END OF SECTION**

## **SECTION 01 3300**

### **SUBMITTAL PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Submittals for Review
- B. Submittals for Information
- C. Submittal Procedures
- D. Samples

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION**

##### **3.01 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product Data
  - 2. Shop Drawings
  - 3. Samples for Selection
  - 4. Samples for Verification
- B. Submit to Construction Manager to forward to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record document purposes.

##### **3.02 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Construction Manager, Architect, and Owner's knowledge. No action will be taken.

##### **3.03 SUBMITTAL PROCEDURES**

- A. Submittals will be electronically submitted through Procore. Contractor will be invited to join web based program after issue of Notice of Intent to award.
- B. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
  - 2. Do not reproduce the Contract Documents to create shop drawings.

3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with a copy of approved submittal form.
- D. Sequentially number the submittal form. Revise submittals with original number and a sequential numeric suffix.
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
- G. Schedule submittals to expedite the project and coordinate submission of related items.
- H. For each submittal review, allow 15 days excluding delivery time to and from the contractor.
- I. Identify variations from the Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

#### 3.04 **SAMPLES**

- A. Submit to Construction Manager to forward to Architect/Engineer for review for limited purpose for checking conformance with information given and design concept expressed in the Contract Documents.
- B. Samples for selection as specified in product sections:
  1. Submit to Construction Manager to forward to Architect/Engineer for aesthetic, color, or finish selections.
  2. Submit samples of finishes from full range of manufacturer's standard colors, textures, and patterns to Construction Manager to forward to Architect/Engineer for selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full project information.
- E. Submit number of samples specified in individual specification sections.
- F. Photograph of submitted samples, along with transmittal sheet, shall be uploaded as a submittal in Procore.

**END OF SECTION**

## **SECTION 01 4000**

### **QUALITY REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. References
- B. Quality assurance and control of installation
- C. Tolerances
- D. Defect Assessment
- E. Inspection and testing laboratory services
- F. Manufacturer's field services and reports

##### **1.02 REFERENCES**

- A. Conform to reference standard in effect at date of contract.
- B. When required by contract documents, obtain copies of standards.
- C. Should specified reference standards conflict with contract documents request clarification from engineer before proceeding.
- D. The contractual relationship of the parties to the contract shall not be altered from the contract documents by mention or inference otherwise in any reference document.

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION**

##### **3.01 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with contract documents, request clarification from the engineer prior to proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stress, vibration, physical distortion, or disfiguration.

##### **3.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with contract documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

##### **3.03 DEFECT ASSESSMENT**

- A. Replace work or portions of work not conforming to specified requirements.

- B. If, in the option of the Owner, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or recommend adjusted payment.

### **3.04 INSPECTION AND TESTING**

- A. Owner shall include and pay for all required special inspections and testing required by IBC Section 1705, if applicable. This does not include inspections and testing required by other specification sections in this Project Manual. Copies of all testing and inspection reports shall be submitted to the Construction Manager and Design Professional by the testing and inspection agency.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect, Construction Manager, and contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of contract documents.
  - 4. Immediately notify the Construction Manager and contractor of observed irregularities or non-conformance of work or products.
  - 5. Perform additional testing and inspections required by the Owner
- C. Limits on Testing Agency/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirement of contract documents.
  - 2. Agency may not approve or accept any portion of the work.
  - 3. Agency may not assume any duties of the contractor.
  - 4. Agency has no authority to stop the work.
- D. Contractor responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the work and to manufacturer's facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of products to be tested/inspected.
    - c. To facilitate test/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Construction Manager and laboratory 24 hours prior to expected time for operations requiring testing/inspection.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same testing agency on instruction by Architect/Construction Manager.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by the Contractor.

### **3.05 MANUFACTURER'S FIELD SERVICES AND REPORTS**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start up of equipment, test, adjust and balance of equipment as applicable and to initiate instructions when necessary.
- B. Individuals are to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
- C. Submit report in duplicate within 30 days of observation to Construction Manager for review.

### **END OF SECTION**

## **SECTION 01 5000**

### **TEMPORARY FACILITIES AND CONTROLS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Temporary Utilities
- B. Temporary Sanitary Facilities
- C. Telephone Service
- D. Removal of Utilities, Facilities, and Controls
- E. Temporary Facilities
- F. Equipment
- G. Vehicular Access and Parking
- H. Traffic Regulation
- I. Barriers
- J. Enclosures and Fencing
- K. Waste Removal

##### **1.02 TEMPORARY UTILITIES**

- A. Owner will provide the following:
  - 1. Electrical Power, consisting of connection to existing facilities.
  - 2. Water Supply, consisting of connection to existing facilities.
- B. The Contractor shall pay for installation, maintenance, and removal of temporary utilities. Temporary utilities shall not disrupt the Facility's need for continuous service.

##### **1.03 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

##### **1.04 TELEPHONE SERVICE**

- A. Provide, maintain, and pay for telephone service to field or use a cellular telephone.

##### **1.05 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

#### **PART 2 - PRODUCTS**

##### **2.01 TEMPORARY FACILITIES**

- A. Field Offices: Coordinate with Construction Manager and Owner if applicable.

##### **2.02 EQUIPMENT**

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

#### **PART 3 - EXECUTION**

##### **3.01 VEHICULAR ACCESS AND PARKING**

- A. Use designated existing on-site roads for construction traffic.
- B. Parking is as directed by Owner.
- C. When site space is not adequate, provide additional off-site parking.
- D. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Track vehicles not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel as permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Provide and maintain access to fire hydrants, free of obstructions.
- H. Provide means of removing mud from vehicle wheels before entering streets.

### **3.02 TRAFFIC REGULATION**

- A. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- B. Flares and lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- C. Haul Routes:
  - 1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
- D. Removal:
  - 1. Remove equipment and devices when no longer required.
  - 2. Repair damage caused by demolition.

### **3.03 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for Owner's use of site and to protect existing facilities and adjacent properties from damage during construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

### **3.04 ENCLOSURES AND FENCING**

- A. Provide temporary enclosure and fences as necessary to protect the public and secure the site.
- B. Provide security and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

### **3.05 WASTE REMOVAL**

- A. Except for items or materials to be salvaged, recycled or otherwise reused, remove waste materials from project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Waste Disposal Facilities: Provide waste collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

## **END OF SECTION**

## **SECTION 01 6000**

### **PRODUCT REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. General product requirements
- B. Product options
- C. Maintenance materials
- D. Transportation and handling
- E. Storage and protections

#### **PART 2 - PRODUCTS**

##### **2.01 GENERAL PRODUCT REQUIREMENTS**

- A. Provide new products unless specifically required or permitted by the contract documents.
- B. Do not use products having any of the following characteristics:
  - 1. Made using or containing CFC's or HCFC's
  - 2. Made of wood from newly cut old growth timber.
- C. Where all other criteria are met, contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions
  - 2. If wet-applied, have lower VOC content
  - 3. Are extracted, harvested, and/or manufactured closer to the location of the project
  - 4. Have longer documented life span under normal used
  - 5. Result in less construction waste
  - 6. Are made of vegetable materials that are rapidly renewable

##### **2.02 PRODUCT OPTIONS**

- 1. Products specified by reference standards or by description only: Use of any product meeting those standards or description.
- 2. Products specified by naming one or more manufacturers, with or without a provision for substitutions: Use a product of one of the manufacturers named and meeting specifications or submit a request for substitution for any manufacturer not named by the date specified in this project manual. Substitution requests shall be emailed to the Issuing Officer at the email address provided in Instructions to Bidders Section 1.04.

##### **2.03 MAINTENANCE MATERIALS**

- 1. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- 2. Deliver to project site; obtain receipt prior to final payment.

#### **PART 3 - EXECUTION**

##### **3.01 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.02 STORAGE AND PROTECTIONS**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
- E. For exterior storage of fabricated products, place on slopped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturers' warranty conditions, if any.
- H. Cover product subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

## **SECTION 01 7300**

### **EXECUTION**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures
- B. Alteration project procedures
- C. Cutting and patching
- D. Cleaning and protection
- E. Adjusting

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION**

##### **3.01 EXAMINATION, PREPARATION, AND GENERAL INSTALLATION PROCEDURES**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misproduction.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to cutting: Examine existing conditions prior to commencing work; include elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.
- G. Clean substrate surfaces prior to applying next material or substance.
- H. Seal cracks or openings of substrate prior to applying next material or substance.
- I. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- J. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- K. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- L. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- M. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- N. Make neat transitions between different surfaces, maintaining texture and appearance.

##### **3.02 ALTERATION PROJECT PROCEDURES**

- A. Materials: As specified in product sections match existing products and work for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- E. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finished to original condition.

- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Refinish visible existing surfaces to remain in renovated rooms and spaces to specified condition for each material with a neat transition to adjacent finishes.
- H. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- I. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line of division and make recommendation to the Construction Manager. Prior to cutting get the Owner's approval.
- J. Where change of plane of ¼ inch or more occurs, submit recommendation for providing smooth transition to the Construction Manager for review.

### **3.03 CUTTING AND PATCHING**

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete work, and to:
  - 1. Fit the several parts together, to integrate with other work.
  - 2. Uncover work to install or correct ill-timed work.
  - 3. Remove and replace defective and non-conforming work.
  - 4. Remove samples of installed work for testing.
  - 5. Provide openings in elements of work for penetrations of mechanical and electrical work.
- D. Execute work by methods to avoid damage to other work and which will provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill.
- F. Cut masonry and concrete materials using masonry saw or core drill.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- I. Maintain integrity of wall, ceiling or floor construction; completely seal voids.
- J. Refinish surfaces to match adjacent finishes. Refinish to nearest intersection for continuous surfaces. Refinish entire unit for continuous surfaces for an assembly.
- K. Identify hazardous substances or conditions exposed during the work to the engineer for decision or remedy.

### **3.04 CLEANING AND PROTECTION**

- A. Progress cleaning
  - 1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
  - 2. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
- B. Protection of installed work
  - 1. Protect installed work from damage by construction operations.
  - 2. Provide special protection where specified in individual specification sections.
  - 3. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
  - 4. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.
  - 5. Prohibit traffic from landscaped areas.

**3.05     ADJUSTING**

- A.     Adjust operating products and equipment to ensure smooth and unhindered operation.

**END OF SECTION**

## **SECTION 01 7700**

### **CLOSEOUT PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Inspections
- B. Substantial Completion
- C. Project Record Documents
- D. Warranties
- E. Operations and Maintenance Manuals
- F. Operations and Maintenance Data for Materials and Finishes
- G. Operations and Maintenance Data for Equipment and Systems
- H. Training
- I. Final Completion
- J. Maintenance

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION**

##### **3.01 INSPECTIONS**

- A. Ensure all state inspections have been completed by the authority having jurisdiction.
- B. Upload documentation of all test/inspections to Procore.
- C. Submit a written request for inspection of Substantial Completion. On receipt of request, The Design Professional will either proceed with inspection or notify contractor of unfulfilled requirements. The Design Professional will prepare the Certificate of Substantial Completion after inspection or will notify contractor of items, either on contractor's list or additional items identified by architect that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re inspection when the work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

##### **3.02 SUBSTANTIAL COMPLETION**

- A. A substantial completion checklist is attached for reference following this specification section.
- B. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to the Construction Manager through upload to Procore.
- C. Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Submit written certification that contract documents have been reviewed, work has been inspected, and that work is completed in accordance with contract documents and ready for review
  - 2. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the work has not been completed.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Make final changeover of permanent locks and deliver key to the owner. Advise owner's personnel of changeover in security provisions.
  - 5. Complete startup testing of systems.
  - 6. Submit test/adjust, balance records.
  - 7. Terminate and remove temporary facilities from project site, along with mockups, construction tools, and similar elements.

8. Advise owner of changeover in heat and other utilities.
9. Submit changeover information related to owner's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements, including touch up painting.
11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

### **3.03 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the work:
  1. Drawings
  2. Specifications
  3. Addenda
  4. Change orders and other modifications to the contract
  5. Reviewed shop drawings, product data, and samples
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  1. Manufacturer's name and product model and number.
  2. Product substitutions or alterations utilized.
  3. Changes made by Addenda and modifications.
- F. Record Drawings:
  1. Measured depths of foundations in relation to finish first floor datum.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
  4. Field changes of dimension and detail.
  5. Details not on original contract drawings.
- G. Record Drawings shall be uploaded to Procore in pdf format.

### **3.04 WARRANTIES**

- A. Submit written warranties for designated portions of the work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Submit properly executed warranties in Procore prior to Final Completion.
- C. Verify that documents are in proper form, contain full information, and are notarized.
- D. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E. Include warranties in operation and maintenance manuals.
- F. Items of work delayed beyond date of Substantial Completion, provide updated submittal after acceptance by Owner, listing date of acceptance as start of warranty period

### **3.05 OPERATIONS AND MAINTENANCE MANUALS**

- A. Format: Submit operations and maintenance manuals in the following format:
  1. Portable Document Format (PDF) electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Owner and upload to Procore.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.

2. Assemble with data arranged in the same sequence as, and identified by the specification sections. Where systems involve more than one specification section, provide separate index for each system.
3. Include project directory listing title and address of project, names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
4. Include Table of Contents listing every item separated by index and specification section.
- B. Source Data: For each product or system, list names, addresses, and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use project record documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.06 OPERATIONS AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For each product, applied material, and finish:
  1. Product data, with catalog number, size, composition, and color and texture designations.
  2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specified products.

### **3.07 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For each item of equipment and each system:
  1. Description of unit or system, and component parts
  2. Identify function, normal operating characteristics, and limiting conditions
  3. Include performance curves, with engineering data and tests
  4. Complete nomenclature and model number of replacement parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specified products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance requirements: Include routine procedure and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.

- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional requirements: As specified in individual specification sections.

### **3.08 TRAINING**

- A. Demonstrate operations of systems, subsystems, and equipment.
- B. Train in operation and maintenance of systems, subsystems, and equipment
- C. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- D. Submit written agenda to Construction Manager for approval prior to scheduling training.
- E. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

### **3.09 FINAL COMPLETION**

- A. A final completion checklist is attached for reference following this specification section.
- B. Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Complete punch list items.
  - 2. Prepare and submit project record documents, operation and maintenance manuals, damage or settlement surveys, and similar final record information.
  - 3. Deliver tools, spare parts, extra materials, and similar items to location designated by owner. Label with manufacturer's name and model number where applicable.
  - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  - 5. All trailers, construction signs, unused, broken or demolition materials have been removed from the site and the premises returned to the original condition in the opinion of the Owner and Design Professional.
  - 6. Submit a final Application for Payment (retainage).
- C. Upon receipt of final payment complete final completion certificate in Procore.

**END OF SECTION**

## Substantial Completion Project Checklist

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

DAS Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Location: \_\_\_\_\_

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

In order to process the 99% payment (100% pay app less closeout and retainage) on a Capital Project, the Department of Administrative Services needs the following information. Please complete this form and obtain the necessary documents.

**Have all state inspections been completed and documentation uploaded to Procore?**  
(Including but not limited to the following inspections)

Boiler Inspection ☐ Yes ☐ No ☐ N/A

Water Heater Inspection ☐ Yes ☐ No ☐ N/A

Energy Code Inspection ☐ Yes ☐ No ☐ N/A

Building Code Inspection ☐ Yes ☐ No ☐ N/A

Electrical Inspection ☐ Yes ☐ No ☐ N/A

Elevator Inspection ☐ Yes ☐ No ☐ N/A

Other: \_\_\_\_\_ ☐ Yes ☐ No ☐ N/A

☐ Occupancy Permit if applicable

☐ Test and Balance has been performed

☐ Certificate of Substantial Completion in Procore (Consensus Docs 814)

**Are there any disputes with the above mentioned vendor which need resolution?**

☐ Yes (provide description below) ☐ No

\_\_\_\_\_  
\_\_\_\_\_

Can payment (less closeout and retainage) be released? ☐ Yes ☐ No

## Final Completion Project Checklist

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

DAS Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Location: \_\_\_\_\_

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

In order to process the 100% payment and Retainage payment on a Capital Project, the Department of Administrative Services needs the following information. Please complete this form and obtain the necessary documents.

Have all Warranties been received? ☐ Yes ☐ No

Have the Operations and Maintenance Manuals been received? ☐ Yes ☐ No

Who is in possession of the O & M Manuals? \_\_\_\_\_

Has all training been completed? ☐ Yes ☐ No

Have all as-built drawings been scanned and uploaded into Procore? ☐ Yes ☐ No

Have electronic drawing/specification files been transferred to DAS? ☐ Yes ☐ No

Have all Test & Balance reports been received? ☐ Yes ☐ No

Have all punchlist items been corrected? ☐ Yes ☐ No

☐ **573 Notification** (*To be obtained from the general contractor*): Copy of general contractor's notification of application for retainage to all subcontractors and suppliers. General contractor must follow IAC 26 section 23.13.2.

☐ **AIA Form G706 – Contractor's Affidavit of Payment of Debts and Claims**

☐ **AIA Form G706A – Contractor's Affidavit of Release of Liens**

☐ **AIA Form G707 – Consent of Surety Company to Final Payment**

☐ **Certificate of Final Completion in Procore (Consensus Docs 815)**

Are there any disputes with the above mentioned vendor which need resolution?

☐ Yes (provide description below) ☐ No

\_\_\_\_\_  
\_\_\_\_\_

Can 100% payment and retainage payment be released? ☐ Yes ☐ No

## **SECTION 024100 DEMOLITION**

### **PART 3 EXECUTION**

#### **1.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
  - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
  - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements to remain in place and not removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.

#### **1.02 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**SECTION 042000  
UNIT MASONRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete block.
- B. Clay facing brick.
- C. Mortar and grout.
- D. Reinforcement and anchorage.
- E. Flashings.
- F. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 079200 - Joint Sealants: Sealing control and expansion joints.

**1.03 REFERENCE STANDARDS**

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2026.
- C. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2019 (Reapproved 2025).
- D. ASTM A951/A951M - Standard Specification for Steel Wire for Masonry Joint Reinforcement; 2026.
- E. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2024.
- F. ASTM C67/C67M - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile; 2025.
- G. ASTM C90 - Standard Specification for Dry-Cast Loadbearing Concrete Masonry Units; 2024a.
- H. ASTM C129 - Standard Specification for Dry-Cast Nonloadbearing Concrete Masonry Units; 2025.
- I. ASTM C140/C140M - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units; 2026.
- J. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2025.
- K. ASTM C150/C150M - Standard Specification for Portland Cement; 2024.
- L. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2024.
- M. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale); 2026.
- N. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2025b.
- O. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2024.
- P. ASTM C476 - Standard Specification for Grout for Masonry; 2023.
- Q. ASTM C780 - Standard Test Methods for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2025a.
- R. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete; 2024.
- S. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry; 2025.

- T. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).
- U. UL (FRD) - Fire Resistance Directory; Current Edition.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all relevant installers.

#### **1.05 SUBMITTALS**

- A. See Section 013300 - Submittal Procedures for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Samples: Submit four samples of facing brick units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
  - 1. Maintain one copy of each document on project site.
- B. Fire Rated Assemblies: Comply with applicable code for UL (FRD) Assembly No. \_\_\_\_.
- C. Designer Qualifications: Perform design under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- D. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section.
- E. Installer Qualifications: Company specializing in performing work of the type specified.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

### **PART 2 PRODUCTS**

#### **2.01 CONCRETE MASONRY UNITS**

- A. Concrete Block: Comply with referenced standards and as follows:
  - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches (400 by 200 mm) and nominal depth of 8 inches (200 mm).
  - 2. Nonloadbearing Units: ASTM C129.
    - a. Hollow block, as indicated.
    - b. Normal weight.

#### **2.02 BRICK UNITS**

- A. Manufacturers:
  - 1. Belden Brick: [www.beldenbrick.com/#sle](http://www.beldenbrick.com/#sle).
  - 2. Endicott Clay Products Co; Face Brick - FBX: [www.endicott.com/#sle](http://www.endicott.com/#sle).
  - 3. Glen Gery: Sioux City Brick [www.glengery.com](http://www.glengery.com).
  - 4. Substitutions: See section 016000 - Product Requirements or other designer pre-approved manuf.
- B. Facing Brick: ASTM C216, Type FBS Smooth, Grade SW.
  - 1. Color and texture: Match existing.
  - 2. Nominal Size: Match Existing
  - 3. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.

4. Compressive strength: As indicated on drawings, measured in accordance with ASTM C67/C67M.

## **2.03 MORTAR AND GROUT MATERIALS**

- A. Portland Cement: ASTM C150/C150M, Type I; color as required to produce approved color sample.
  1. Not more than 0.60 percent alkali.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar Aggregate: ASTM C144.
- D. Grout Aggregate: ASTM C404.
- E. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
  1. Color(s): As selected by Architect from manufacturer's full range.
  2. Manufacturers:
    - a. Davis Colors, a division of Venator Materials PLC: [www.daviscolors.com/#sle](http://www.daviscolors.com/#sle).
    - b. Lambert Corporation: [www.lambertusa.com/#sle](http://www.lambertusa.com/#sle).
    - c. Solomon Colors, Inc: [www.solomoncolors.com/#sle](http://www.solomoncolors.com/#sle).
    - d. Substitutions: See Section 016000 - Product Requirements.
- F. Water: Clean and potable.
- G. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C1714/C1714M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
  1. Color: Standard gray.
  2. Manufacturers:
    - a. Amerimix, an Oldcastle brand; AMX 405C: [www.amerimix.com/#sle](http://www.amerimix.com/#sle).
    - b. Cemex; USA; Masonry Mortar; [www.cemexusa.com..](http://www.cemexusa.com..)
    - c. SpecMix; Portland, Lime and Sand Mortar; [www.specmix.com](http://www.specmix.com).
    - d. Substitutions: See Section 016000 - Product Requirements.

## **2.04 REINFORCEMENT AND ANCHORAGE**

- A. Manufacturers:
  1. Blok-Lok Limited: [www.blok-lok.com/#sle](http://www.blok-lok.com/#sle).
  2. Heckmann Building Products, Inc: [www.heckmannbuildingprods.com/#sle](http://www.heckmannbuildingprods.com/#sle)
  3. Hohmann & Barnard, Inc: [www.h-b.com/#sle](http://www.h-b.com/#sle).
  4. Substitutions: See Section 016000 - Product Requirements.
- B. Reinforcing Steel: ASTM A615/A615M, Grade 40 (40,000 psi) (280 MPa), deformed billet bars; galvanized.
- C. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.
- D. Single Wythe Joint Reinforcement: ASTM A951/A951M.
  1. Material: ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M Class 3.
  2. Size: 0.1483 inch (3.8 mm) side rods with 0.1483 inch (3.8 mm) cross rods; width as required to provide not less than 5/8 inch (16 mm) of mortar coverage on each exposure.
- E. Adjustable Multiple Wythe Joint Reinforcement: ASTM A951/A951M.
  1. Material: ASTM A1064/A1064M steel wire, hot dip galvanized after fabrication to ASTM A153/A153M Class B.
  2. Size: 0.1875 inch (4.8 mm) side rods with 0.1483 inch (3.8 mm) cross rods and adjustable components of 0.1875 inch (4.8 mm) wire, width of components as required to provide not less than 5/8 inch (16 mm) of mortar coverage from each masonry face.
  3. Vertical adjustment: Not more than 1 1/4 inches (32 mm).

4. Insulation Clips: Provide clips at tabs or ties designed to secure insulation against outer face of inner wythe of masonry.
  5. Basis of Design: WIRE-BOND; Series 800 Ladder Level-Eye (Hook & Eye)
- F. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not less than 5/8 inch (16 mm) of mortar coverage from masonry face.
1. Steel frame: Crimped wire anchors for welding to frame, 0.25 inch (6.3 mm) thick, with trapezoidal wire ties 0.1875 inch (4.75 mm) thick, hot dip galvanized to ASTM A 153/A 153M, Class B.

## **2.05 FLASHINGS**

- A. Metal Flashing Materials:
1. Prefabricated Metal Flashing: Smooth fabricated 12 oz/sq ft (3.66 kg/sq m) stainless steel (type 304) flashing for surface mounted conditions.
- B. Drip Edge: Stainless steel; angled drip with hemmed edge; compatible with membrane and adhesives.
1. Manufacturers:
    - a. Hohmann & Barnard, Inc: [www.h-b.com/#sle](http://www.h-b.com/#sle).
    - b. Mortar Net Solutions: [www.mortarnet.com/#sle](http://www.mortarnet.com/#sle).
- C. Lap Sealants and Tapes: As recommended by flashing manufacturer; compatible with membrane and adhesives.

## **2.06 ACCESSORIES**

- A. Acceptable Manufacturers:
1. Any acceptable manufacturer of joint reinforcement and anchors listed above.
  2. 2. Advanced Building Products, Inc.: [www.advancedbuildingproducts.com](http://www.advancedbuildingproducts.com).
  3. 3. CavClear/Archovations, Inc.: [www.cavclear.com](http://www.cavclear.com).
  4. 4. Mortar Net Solutions: [www.mortarnet.com](http://www.mortarnet.com).
  5. 5. Masonry Technology Incorporated: [www.mtidry.com](http://www.mtidry.com).
  6. 6. Substitutions: See Section 01 6000 - Product Requirements.
- B. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.
1. Manufacturers:
    - a. Hohmann & Barnard, Inc: [www.h-b.com/#sle](http://www.h-b.com/#sle).
    - b. WIRE-BOND: [www.wirebond.com/#sle](http://www.wirebond.com/#sle).
- C. Joint Filler: Closed cell polyvinyl chloride; oversized 50 percent to joint width; self expanding; in maximum lengths available.
- D. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

## **2.07 MORTAR AND GROUT MIXING**

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
1. Exterior, loadbearing masonry: Type N.
  2. Exterior, non-loadbearing masonry: Type N.
- B. Grout: ASTM C476; consistency required to fill completely volumes indicated for grouting; fine grout for spaces with smallest horizontal dimension of 2 inches (50 mm) or less; coarse grout for spaces with smallest horizontal dimension greater than 2 inches (50 mm).
- C. Admixtures: Add to mixture at manufacturer's recommended rate and in accordance with manufacturer's instructions; mix uniformly.
- D. Mixing: Use mechanical batch mixer and comply with referenced standards.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

### **3.02 PREPARATION**

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

### **3.03 COLD AND HOT WEATHER REQUIREMENTS**

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.
- B. Maintain materials and surrounding air temperature to minimum 40 degrees F (5 degrees C) prior to, during, and 48 hours after completion of masonry work.

### **3.04 COURSING**

- A. Establish lines, levels, and coursing indicated. Protect from displacement. Match existing coursing
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
  - 1. Bond: match existing.
  - 2. Coursing: match existing.
  - 3. Mortar Joints: match existing.
- D. Brick Units:
  - 1. Bond: match existing.
  - 2. Coursing: match existing.
  - 3. Mortar Joints: match existing

### **3.05 PLACING AND BONDING**

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Remove excess mortar with water repellent admixture promptly. Do not use acids, sandblasting or high pressure cleaning methods.
- F. Interlock intersections and external corners, except for units laid in stack bond.
- G. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- H. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- I. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
- J. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

### **3.06 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHE MASONRY, AND CAVITY WALL MASONRY**

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches (400 mm) on center.
- B. Place continuous joint reinforcement in first and second joint below top of walls.
- C. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 36 inches (900 mm) horizontally and 24 inches (600 mm) vertically.
- D. Embed ties and anchors in mortar joint and extend into masonry unit a minimum of 1-1/2 inches (38 mm) with at least 5/8 inch (16 mm) mortar cover to the outside face of the anchor.

### **3.07 REINFORCEMENT AND ANCHORAGES - MULTIPLE WYTHE UNIT MASONRY**

- A. Use individual metal ties installed in horizontal joints to bond wythes together. Provide ties spaced as indicated on drawings.
- B. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch (13 mm) of dimensioned position.

### **3.08 GROUTED COMPONENTS**

- A. Lap splices minimum 24 bar diameters.
- B. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch (13 mm) of dimensioned position.
- C. Place and consolidate grout fill without displacing reinforcing.

### **3.09 CONTROL AND EXPANSION JOINTS**

- A. Do not continue horizontal joint reinforcement through control or expansion joints.
- B. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.

### **3.10 TOLERANCES**

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch (1.6 mm).
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft (6 mm/3 m) and 1/2 inch in 20 ft (13 mm/6 m) or more.
- C. Maximum Variation from Plumb: 1/4 inch (6 mm) per story non-cumulative; 1/2 inch (13 mm) in two stories or more.
- D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft (3 mm/m) and 1/4 inch in 10 ft (6 mm/3 m); 1/2 inch in 30 ft (13 mm/9 m).
- E. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch (minus 6.4 mm, plus 9.5 mm).
- F. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch (6 mm).

### **3.11 CUTTING AND FITTING**

- A. Cut and fit for chases. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

### **3.12 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.
- B. Concrete Masonry Unit Tests: Test each variety of concrete unit masonry in accordance with ASTM C140/C140M for compliance with requirements of this specification.

- C. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

### **3.13 CLEANING**

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

### **3.14 PROTECTION**

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.
- B. During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
  - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  - 2. Protect sills, ledges, and projections from mortar droppings.
  - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

**END OF SECTION**

## **SECTION 078400 FIRESTOPPING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Firestopping systems.
- B. Firestopping of joints and penetrations in fire-resistance-rated and smoke-resistant assemblies, whether indicated on drawings or not, and other openings indicated.

#### **1.02 REFERENCE STANDARDS**

- A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2026.
- B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2024.
- C. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems; 2024.
- D. ASTM E2307 - Standard Test Method for Determining Fire Resistance of Perimeter Fire Barriers Using Intermediate-Scale, Multi-Story Test Apparatus; 2025b.
- E. ASTM E2837 - Standard Test Method for Determining the Fire Resistance of Continuity Head-of-Wall Joint Systems Installed between Rated Wall Assemblies and Nonrated Horizontal Assemblies; 2023a, with Editorial Revision (2024).
- F. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2015, with Editorial Revision (2021).
- G. FM (AG) - FM Approval Guide; Current Edition.
- H. ITS (DIR) - Directory of Listed Products; Current Edition.
- I. UL (DIR) - Online Certifications Directory; Current Edition.
- J. UL (FRD) - Fire Resistance Directory; Current Edition.
- K. UL 1479 - Standard for Fire Tests of Penetration Firestops; Current Edition, Including All Revisions.
- L. UL 2079 - Standard for Tests for Fire Resistance of Building Joint Systems; Current Edition, Including All Revisions.

#### **1.03 SUBMITTALS**

- A. See Section 013300 - Submittal Procedures for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance ratings, and limitations.
- C. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- D. Manufacturer's qualification statement.
- E. Installer's qualification statement.

#### **1.04 QUALITY ASSURANCE**

- A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
  - 1. Listing in UL (FRD), FM (AG), or ITS (DIR) will be considered as constituting an acceptable test report.
  - 2. Submission of actual test reports is required for assemblies for which none of the above substantiation exists.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified.
- C. Installer Qualifications: Company specializing in performing the work of this section and:
  - 1. Trained by manufacturer.

## **1.05 FIELD CONDITIONS**

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation; maintain minimum temperature before, during, and for three days after installation of materials.
- B. Provide ventilation in areas where solvent-cured materials are being installed.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Firestopping Manufacturers:
  - 1. 3M Fire Protection Products: [www.3m.com/firestop/#sle](http://www.3m.com/firestop/#sle).
  - 2. A/D Fire Protection Systems Inc: [www.adfire.com/#sle](http://www.adfire.com/#sle).
  - 3. Hilti, Inc: [www.hilti.com/#sle](http://www.hilti.com/#sle).
  - 4. Nelson FireStop Products: [www.nelsonfirestop.com/#sle](http://www.nelsonfirestop.com/#sle).
  - 5. RectorSeal, a CSW Industrials Company: [www.rectorseal.com/firestop-solutions/#sle](http://www.rectorseal.com/firestop-solutions/#sle).
  - 6. Specified Technologies Inc: [www.stifirestop.com/#sle](http://www.stifirestop.com/#sle).
  - 7. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).

### **2.02 MATERIALS**

- A. Mold and Mildew Resistance: Provide firestopping materials with mold and mildew resistance rating of zero(0) in accordance with ASTM G21.
- B. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Provide type of materials as required for tested firestopping assembly.
- C. Fire Ratings: Refer to drawings for required systems and ratings.

### **2.03 FIRESTOPPING ASSEMBLY REQUIREMENTS**

- A. Perimeter Fire Containment Firestopping: Use system that has been tested according to ASTM E2307 to have fire resistance F Rating equal to required fire rating of floor assembly.
  - 1. Movement: Provide systems that have been tested to show movement capability as indicated.
  - 2. Temperature Rise: Provide systems that have been tested to show T Rating as indicated.
  - 3. Air Leakage: Provide systems that have been tested to show L Rating as indicated.
  - 4. Where floor assembly is not required to have a fire rating, provide systems that have been tested to show L Rating as indicated.
- B. Head-of-Wall (HW) Joint System Firestopping at Joints Between Fire-Rated Wall Assemblies and Non-Rated Horizontal Assemblies: Use system that has been tested according to ASTM E2837 to have fire resistance F Rating equal to required fire rating of wall assembly.
  - 1. Movement: Provide systems that have been tested to show movement capability as indicated.
- C. Floor-to-Floor (FF), Floor-to-Wall (FW), Head-of-Wall (HW), and Wall-to-Wall (WW) Joints, Except Perimeter, Where Both Are Fire-Rated: Use system that has been tested according to ASTM E1966 or UL 2079 to have fire resistance F Rating equal to required fire rating of the assembly in which the joint occurs.
  - 1. Movement: Provide systems that have been tested to show movement capability as indicated.
  - 2. Air Leakage: Provide systems that have been tested to show L Rating as indicated.
  - 3. Watertightness: Provide systems that have been tested to show W Rating as indicated.
  - 4. Listing by FM (AG), ITS (DIR), UL (DIR), or UL (FRD) in their certification directories will be considered evidence of successful testing.
- D. Through Penetration Firestopping: Use system that has been tested according to ASTM E814 to have fire resistance F Rating equal to required fire rating of penetrated assembly.
  - 1. Temperature Rise: Provide systems that have been tested to show T Rating as indicated.
  - 2. Air Leakage: Provide systems that have been tested to show L Rating as indicated.

3. Listing by FM (AG), ITS (DIR), UL (DIR), or UL (FRD) in their certification directories will be considered evidence of successful testing.

## **2.04 FIRESTOPPING SYSTEMS**

- A. Firestopping: Any material meeting requirements.
  1. Fire Ratings: Use system that is listed by FM (AG), ITS (DIR), or UL (FRD) and tested in accordance with ASTM E814, ASTM E119, or UL 1479 with F Rating equal to fire rating of penetrated assembly and minimum T Rating Equal to F Rating and in compliance with other specified requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify openings are ready to receive the work of this section.

### **3.02 PREPARATION**

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other materials that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.
- C. Install backing materials to prevent liquid material from leakage.

### **3.03 INSTALLATION**

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- B. Do not cover installed firestopping until inspected by authorities having jurisdiction.
- C. Install labeling required by code.

### **3.04 CLEANING**

- A. Clean adjacent surfaces of firestopping materials.

### **3.05 PROTECTION**

- A. Protect adjacent surfaces from damage by material installation.

**END OF SECTION**

## **SECTION 079200 JOINT SEALANTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 003126 - Existing Hazardous Material Information

#### **1.03 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants; 2017 (Reapproved 2023).
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2024.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.
- D. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.
- E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

#### **1.04 SUBMITTALS**

- A. See Section 013300 - Submittal Procedures for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Executed warranty.

#### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

#### **1.06 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Nonsag Sealants:

1. Adhesives Technology Corporation: [www.atcepoxy.com/#sle](http://www.atcepoxy.com/#sle).
2. Dow: [www.dow.com/#sle](http://www.dow.com/#sle).
3. Hilti, Inc: [www.hilti.com/#sle](http://www.hilti.com/#sle).
4. Sika Corporation: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
5. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
6. W. R. Meadows, Inc: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
7. See Section 016000 - Product Requirements or other designer pre-approved manuf.

## **2.02 JOINT SEALANTS - GENERAL**

- A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content; see Section 016116.

## **2.03 NONSAG JOINT SEALANTS**

- A. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, nonstaining, nonbleeding, nonsagging; not intended for exterior use.
  1. Color: To be selected by Architect from manufacturer's standard range.
  2. Grade: ASTM C834; Grade 0 Degrees F (Minus 18 Degrees C).
  3. Products:
    - a. Pecora Corporation; AC-20 +Silicone: [www.pecora.com/#sle](http://www.pecora.com/#sle).
    - b. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
    - c. Tremco Commercial Sealants & Waterproofing; Tremflex 834: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
    - d. Substitutions: See Section 016000 - Product Requirements.

## **2.04 ACCESSORIES**

- A. Sealant Backing Rod, Open-Cell Type:
  1. Cylindrical flexible sealant backings complying with ASTM C1330 Type O.
  2. Size: 25 to 50 percent larger in diameter than joint width.
  3. Products:
    - a. Nomaco, Inc; OC Foam: [www.nomaco.com/#sle](http://www.nomaco.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

### **3.03 INSTALLATION**

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker backing tape where backer rod cannot be used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

**END OF SECTION**

**SECTION 096500  
RESILIENT FLOORING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Resilient sheet flooring.
- B. Resilient tile flooring.
- C. Installation accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM D6329 - Standard Guide for Developing Methodology for Evaluating the Ability of Indoor Materials to Support Microbial Growth Using Static Environmental Chambers; 1998 (Reapproved 2023).
- B. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2025a.
- C. ASTM F1700 - Standard Specification for Solid Vinyl Floor in Modular Format such as Tile(s) or Plank(s); 2025.
- D. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; 2018.

**1.03 SUBMITTALS**

- A. See Section 013300 - Submittal Procedures for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plans and floor patterns.
- D. Verification Samples: Submit two samples, 6" x 6" in size illustrating color and pattern for each resilient flooring product specified.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing specified flooring.
- B. Installer Qualifications: Company specializing in installing specified flooring.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
- B. Store all materials off of the floor in an acclimatized, weather-tight space.
- C. Maintain temperature in storage area between 55 degrees F (13 degrees C) and 90 degrees F (72 degrees C).
- D. Protect roll materials from damage by storing on end.
- E. Do not double stack pallets.

**1.06 FIELD CONDITIONS**

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

**PART 2 PRODUCTS**

**2.01 SHEET FLOORING**

**2.02 TILE FLOORING**

- A. Vinyl Tile: Printed film type, with transparent or translucent wear layer; acoustic interlayer or backing.
  - 1. Manufacturers:

- a. BASIS OF DESIGN: Tarkett iD Latitude Abstracts [www.tarkett.com](http://www.tarkett.com)
  - b. Flexco Corporation: [www.flexcofloors.com/#sle](http://www.flexcofloors.com/#sle).
  - c. Gerflor USA, Inc: [www.gerflorusa.com/#sle](http://www.gerflorusa.com/#sle).
  - d. Mannington Commercial: [www.manningtoncommercial.com/#sle](http://www.manningtoncommercial.com/#sle).
  - e. b. Substitutions: See Section 016000 - Product Requirements.
  - f. Substitutions: See Section 016000 - Product Requirements or other designer pre-approved manuf.
2. Minimum Requirements: Comply with ASTM F1700, Class III.
  3. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648.
  4. Mold and Microbial Resistance: Highly resistant when tested in accordance with ASTM D6329.
  5. Square Tile Size: 18 by 18 inch (457.2 by 457.2 mm), nominal.
  6. Wear Layer Thickness: 0.79 inch (20 mm).
  7. Total Thickness: 0.12 inch (3 mm).
  8. Pattern: Monolithic.
  9. Color: To be selected by Owner from manufacturer's full range.

## **2.03 ACCESSORIES**

- A. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

### **3.02 PREPARATION**

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI (RWP).
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- C. Remove subfloor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with subfloor filler to achieve smooth, flat, hard surface.
- D. Prohibit traffic until filler is fully cured.
- E. Clean substrate.
- F. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed.

### **3.03 INSTALLATION - GENERAL**

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.
- C. Adhesive-Applied Installation:
  1. Spread only enough adhesive to permit installation of materials before initial set.
  2. Fit joints and butt seams tightly.
  3. Set flooring in place, press with heavy roller to attain full adhesion.
- D. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.

### **3.04 INSTALLATION - SHEET FLOORING**

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns at seams.

### **3.05 INSTALLATION - TILE FLOORING**

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.
- B. Lay flooring with joints and seams parallel to building lines to produce symmetrical pattern.

### **3.06 CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

### **3.07 PROTECTION**

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

**END OF SECTION**

**SECTION 099123  
INTERIOR PAINTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Materials for backpriming woodwork.
- D. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
  - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
  - 2. Elevator pit ladders.
  - 3. Surfaces inside cabinets.
  - 4. Prime surfaces to receive wall coverings.
  - 5. Mechanical and Electrical:
    - a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
- E. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
  - 5. Floors, unless specifically indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

**1.02 REFERENCE STANDARDS**

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020 (Reapproved 2025).
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- D. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

**1.03 SUBMITTALS**

- A. See Section 013300 - Submittal Procedures for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
  - 2. MPI product number (e.g., MPI #47).
  - 3. Cross-reference to specified paint system products to be used in project; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.

2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens not required.
- D. Samples: Submit two paper chip samples, 6" x 6" in size illustrating range of colors and textures available for each surface finishing product scheduled.
- E. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  1. See Section 016000 - Product Requirements, for additional provisions.
  2. Extra Paint and Finish Materials: leftover containers of each color; from the same product run, store where directed.
  3. Label each container with color in addition to the manufacturer's label.

#### **1.04 QUALITY ASSURANCE**

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience and approved by manufacturer.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

#### **1.06 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F (10 degrees C) for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 fc (860 lux) measured mid-height at substrate surface.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
  1. If a single manufacturer cannot provide specified products; minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
- B. Paints:
  1. Diamond Vogel Paints: [www.diamondvogel.com/#sle](http://www.diamondvogel.com/#sle).
  2. Pittsburgh Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  3. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 016000 - Product Requirements or other designer pre-approved manuf.

## **2.02 PAINTS AND FINISHES - GENERAL**

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Flammability: Comply with applicable code for surface burning characteristics.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: To be selected from manufacturer's full range of available colors.
  - 1. Selection to be made by Architect after award of contract.
  - 2. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.

## **2.03 PAINT SYSTEMS - INTERIOR**

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, concrete masonry units, brick, wood, plaster, uncoated steel, shop primed steel, galvanized steel, aluminum, and acoustical ceilings.
  - 1. Two top coats and one coat primer.
- B. Paint I-OP-MD-DT - Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals and wood:
  - 1. Medium duty applications include doors, door frames, railings, handrails, guardrails, and balustrades.
  - 2. Two top coats and one coat primer.
  - 3. Top Coat(s): Interior Alkyd; MPI #47, 48, 81, or 96.

## **2.04 PRIMERS**

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
  - 1. Interior/Exterior Quick Dry Alkyd Primer for Metal; MPI #76.

## **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:

1. Gypsum Wallboard: 12 percent.
2. Plaster and Stucco: 12 percent.
3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Concrete:
- F. Masonry:
  1. Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
  2. Prepare surface as recommended by top coat manufacturer.
  3. Clean surfaces with pressurized water. Use pressure range of 600 to 1,500 psi (4,140 to 10,350 kPa) at 6 to 12 inches (150 to 300 mm). Allow to dry.
- G. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high-alkali surfaces.
- I. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- J. Galvanized Surfaces:
- K. Ferrous Metal:
  1. Solvent clean according to SSPC-SP 1.
  2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
  3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 Commercial Blast Cleaning. Protect from corrosion until coated.
- L. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- M. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.
- N. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

### **3.03 APPLICATION**

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

- E. Sand wood and metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### **3.04 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for general requirements for field inspection.

#### **3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

#### **3.06 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

**END OF SECTION**

**SECTION 142110  
ELEVATOR MODERNIZATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Modernization of existing hydraulic passenger elevators.
  - 1. Passenger type, 4-stop, one (1) thus.
- B. All engineering, equipment, labor and permits required to satisfactorily complete elevator installation as required by contract documents.
- C. Hoistway, pit and machine room barricades as required.
- D. Cartage and Hoisting: all required staging, hoisting, and movement to, on and from site including new equipment, reused equipment or dismantling and removal of existing equipment.
- E. Permit, license and inspection fees necessary to complete the work.
- F. Elevator Preventative Maintenance Contract.
- G. Summary of Elevator Modernization and Equipment to be Replaced:
  - 1. Install a new non-proprietary elevator controller.
  - 2. Install solid state motor starter.
  - 3. Install new solid state landing system.
  - 4. Install new hoistway and car wiring.
  - 5. Install new hoistway entrance door panels
  - 6. Install a new cab enclosure complete with a code compliant emergency exit and electrical switch, interior stainless steel panels panels, ceiling, and flooring. Install cab protective wall pads on all cab walls with studs incorporated into the shell wall.
  - 7. Install new car operating panel with all code compliant buttons, lights and keyed switches mounted at code required heights.
  - 8. Install new corridor call buttons and fixtures at code required heights.
  - 9. Install new digital position indicators in the elevator.
  - 10. Replace any lobby position indicators with new digital indicators.
  - 11. Install a new car-riding lantern with visible and audible signals. The audible signal will sound once if the elevator is traveling in the "up" direction and the "up" arrow will light. The audible signal will sound twice if the elevator is traveling in the "down" direction and the "down" arrow will light.
  - 12. Install a passing chime that will sound as the elevator stops at or passes each floor.
  - 13. Install a new code compliant telephone and video communication at required height. A working dedicated telephone line to the elevator controller in the elevator equipment room is to be supplied and installed by the owner. A 24 hour per day seven (7) days per week phone number must be supplied.
  - 14. Install an electronic door screen. The door screen will reflect infrared beams across the entire door opening to approximately six feet high. If any of these beams are obstructed, the door will reopen and remain open until the doorway is clear.
  - 15. Install a new car top inspection station as required by code.
  - 16. Install a new 2-speed exhaust fan in the elevator.
  - 17. Install a new code compliant toe guard.
  - 18. Install new variable frequency door operators.
  - 19. Install new car door equipment to include clutches and electrical switches.
  - 20. Install new hoistway door locks, closers, and pickup assembly on each hoistway entrance.
  - 21. Install a new pit switch at proper height.
  - 22. Replace the power unit with a complete new power unit.
  - 23. Install a ball valve in the oil line in the elevator equipment room.
  - 24. Install a new hydraulic control valve.
  - 25. Install fire tabs on the top and bottom of each hoistway door as required by Code.

26. Install Emergency signs at Hall Stations.
27. Provide "Elevator Personnel Only" key box and keys (1307.0067 subp. 9). Elevator keys will be provided by the Elevator Contractor, building and other special keys will be provided by owner.
28. Number all elevators consecutively, crossheads, toe guards, controllers and main line disconnects.
29. Install all code data plates.
30. Owner provided secondary video system connected to owner provided equipment. Coordinate location with owner.
31. Alternate - remove and install new in-ground hydraulic jack.

## **1.02 RELATED REQUIREMENTS**

- A. Section 003113 - Preliminary Schedule: Phasing of work.
- B. Section 011202 - Special Work Requirements - time restrictions, utility outages, security requirements.
- C. Section 011200 - Contract Summary: Alternate for elevator hydraulic jack.
- D. Section 015000 - Temporary Facilities and Controls: protection of floor openings and personnel barriers; temporary power and lighting.
- E. Section 079200 - Joist Sealants
- F. Section 096500 - Resilient Flooring: Floor finish in car, to be provided as part of elevator upgrade.

## **1.03 PRICE AND PAYMENT PROCEDURES**

- A. Alternate: See 011200 - Contract Summary for alternate regarding the elevator hydraulic jack

## **1.04 REFERENCE STANDARDS**

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design.
- B. AISC 360 - Specification for Structural Steel Buildings.
- C. ANSI A117.3 - Buildings and Facilities, Providing Accessibility and Usability for Physically Handicapped People.
- D. ASME A17.1 - Safety Code for Elevators and Escalators.
- E. ASME A17.3 - Safety Code for Elevators and Escalators; 2015
- F. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
- G. ASTM A276/A276M - Standard Specification for Stainless Steel Bars and Shapes.
- H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- I. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- J. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.
- K. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- L. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric).
- M. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- N. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric).
- O. AWS D1.1/D1.1M - Structural Welding Code - Steel.

- P. ITS (DIR) - Directory of Listed Products.
- Q. NFPA 70 - National Electrical Code.
- R. UL (DIR) - Online Certifications Directory.

#### **1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate work with other installers to provide necessary conduits for proper installation of wiring, including but not limited to, the following:
    - a. Elevator equipment devices remote from elevator machine room or hoistway.
    - b. Remote group automatic panel from controller cabinet.
    - c. Telephone service for machine room.
    - d. Elevator pit for lighting and sump pump.
    - e. Automatic transfer switch from controller cabinet.
    - f. Fire alarm panel from controller cabinet.
  - 2. Coordinate work with other installers for equipment provisions necessary for proper elevator operation, including but not limited to, the following:
    - a. Automatic transfer switches with auxiliary contacts for emergency power transfer status indication.
    - b. Shunt trip devices for automatic disconnection of elevator power prior to fire suppression system activation; include provisions for shunt trip power monitoring.
    - c. Overcurrent protection devices selected to achieve required selective coordination.
- B. Schedule:
  - 1. All new controllers and associated equipment (machine room) must be installed and wired prior to the removal of the first existing car from service.
- C. Permits and Inspections: Provide licenses and permits and perform required inspections and tests.
- D. Preinstallation Meeting: Convene meeting at least one week prior to start of this work.
  - 1. Review schedule of installation, proper procedures and conditions, and coordination with related work.
- E. Construction Use of Elevator: Not permitted.

#### **1.06 SUBMITTALS**

- A. See Section 013300 - Submittal Procedures for submittal procedures.
- B. Product Data: Submit data on following items:
  - 1. Signal and operating fixtures, operating panels, and indicators.
  - 2. Car design, dimensions, layout, and components.
  - 3. Electrical characteristics and connection requirements.
- C. Shop Drawings: Submit drawings and details on following items:
  - 1. Individual weight of principal components; load reaction at points of support.
  - 2. Loads on hoisting beams.
  - 3. Interface with building security system.
  - 4. Electrical characteristics and connection requirements.
  - 5. Indicate arrangement of elevator equipment and allow for clear passage of equipment through access openings.
- D. Samples: Submit samples illustrating car interior finishes and handrail material and finish in the form of cut sheets or finish color selection brochures.
- E. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- F. Initial Maintenance Contract: See 3.05 A & B.
- G. Operation and Maintenance Data:

1. Operation and maintenance manual.
2. Schematic drawings of equipment, and wiring diagrams of installed electrical equipment with list of corresponding symbols to identify markings on machine room and hoistway apparatus.

#### **1.07 QUALITY ASSURANCE**

- A. Designer Qualifications: Perform design under direct supervision of a licensed Professional Structural Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section.
- C. Installer Qualifications: Supervisor along with trained elevator installation personnel on staff of elevator equipment manufacturer.
- D. Products Requiring Fire Resistance Rating: Listed and classified by ITS (DIR), UL (DIR), or testing agency acceptable to authorities having jurisdiction.
- E. Products Requiring Electrical Connection: Listed and classified by UL (DIR) or testing agency acceptable to authorities having jurisdiction as suitable for the purpose indicated in construction documents.
- F. Site Visitation: Contractor must review contract documents and existing site conditions for compatibility with product prior to submitting bid. Site review shall include, but not be limited to, elevator hoistways, pits, machine rooms, overhead clearances, electrical power characteristics, and structural support conditions.
  1. Submit written questions to Architect prior to bid. All exceptions or clarifications must be issued via addendum.
  2. Purchaser will not pay for change to building structure, structural supports, mechanical, electrical or other systems required to accommodate Contractor's equipment if not identified before bid.

#### **1.08 NONPROPRIETARY REQUIREMENTS**

- A. For the Owner to maintain flexibility and a competitive posture in the procurement of elevator preventative maintenance after the installation has been completed. Bidders shall furnish non-proprietary elevator control equipment as specified. Any other control manufacturers do not meet the specifications will not be accepted. The Owner shall have access to software revisions and any necessary technical support after completion of the installation. Any diagnostic devices necessary to adjust, troubleshoot and change parameters, shall be part of the control system and shall become Owner's property. If exceptions to this language are taken or the language is in any way altered by the bidder, their bid shall be considered non-responsive.
  1. The elevator controller shall utilize a non-proprietary micro processor based logic system and shall comply with ANSI A17.1, "Safety Code for Elevators and Escalators", latest edition.
  2. The system shall provide comprehensive means to access the computer memory for elevator diagnostic purposes without need of external devices and shall have permanent indicators to indicate important elevator statuses as an integral part of the controller. Systems that require hook-up of external devices for trouble-shooting are not acceptable.
  3. The owner shall have ready access to software revisions and any necessary technical support after completion of the installation. Any diagnostic devices necessary to adjust, troubleshoot and change parameters, shall be part of the control system and shall become the owner's property upon completion of the job. If exceptions to this language are taken or if this language is in any way altered by the bidder, their bid shall be considered non-responsive and returned without consideration.
  4. The elevator contractor will make all spare parts, manuals, adjusting information, wiring diagrams and pertinent safety upgrades available to the owner.

## **1.09 DELIVERY, STORAGE AND HANDLING**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.

## **1.10 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Material and workmanship of the installation shall comply in every respect with the Contract Documents. Correct any defective material or workmanship that develops until the date of 11-30-2028 from the date of substantial completion of all work, to the satisfaction of the Architect, Purchaser, and Consultant, at no additional cost, unless due to ordinary wear and tear or improper use or care by the Purchaser. Perform maintenance in accordance with the terms and conditions indicated in the preventive maintenance agreement.
- C. Defective is defined to include, but not be limited to: operation or control system failures, car performance below the required minimum, excessive wear, unusual deterioration, aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unsatisfactory operating conditions.
- D. Retained Equipment: All retained components, parts, and materials shall be cleaned, checked, modified, repaired, or replaced so each component and its parts are in like-new operating condition. Retained equipment must be compatible for integration with new systems. All retained equipment shall be covered under the warranty provisions of Article 1.10, B & C above. No provisions of retained equipment or parts shall be allowed.
- E. Make modifications, requirements, adjustments, and improvements to meet the performance requirements.
- F. Warranty Maintenance
  - 1. Provide preventive maintenance and 24-hour emergency callback service for one (1) year commencing on the date of substantial completion by the Purchaser. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the Provider of installed equipment. Maintain elevator machine room, hoistway, and pit in clean condition.
    - a. Response time requirements for 24-hour emergency callback service shall be as follows:
      - 1) Entrapment: Onsite response within 1 hour.
      - 2) Emergency (Car out of service): Onsite response within 4 hours.
      - 3) Non-Emergency / Routine Service: Next Business Day.
  - 2. Use competent personnel, acceptable to the Purchaser, supervised and employed by the Provider.
  - 3. The warranty maintenance period specified in Item 1.10, F., 1. above shall be extended one (1) month for each three (3) month period in which equipment-related failures average more than 0.25 per unit per month.
  - 4. The Purchaser retains the option to delete the cost of warranty maintenance from new equipment contract and remit installment payments directly to the Provider during the period in which maintenance is being performed.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Basis of Design - **Schumacher Elevator Company**
- B. Other Acceptable Manufacturers - Hydraulic Elevators:
  - 1. Otis Elevator Company: [www.otis.com](http://www.otis.com).
  - 2. Schindler Elevator Corporation: [www.us.schindler.com/#sle](http://www.us.schindler.com/#sle).
  - 3. Schumacher Elevator Company - Basis of Design
  - 4. ThyssenKrupp Elevator: [www.thyssenkruppelevator.com](http://www.thyssenkruppelevator.com).
- C. Car Communication Device: Rath smartView two-way visual communication device.
- D. Substitutions: See Section 016000 - Product Requirements or other designer pre-approved manuf.
  - 1. For any product not identified as Basis of Design, submit information as specified for substitutions.
- E. Products other than Basis of Design are subject to compliance with specified requirements. By using products other than Basis of Design, the Contractor accepts responsibility for costs associated with any necessary modifications to related work, including any design fees.
- F. Source Limitations: Provide elevator and associated equipment and components produced by a single manufacturer and obtained from a single supplier.

### **2.02 SCOPE OF WORK**

- A. Machine Room Components
  - 1. Controller: NEW
    - a. A microcomputer based control system shall be provided to perform all of the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. The system shall also perform car and group operational control.
    - b. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time.
    - c. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open.
  - 2. Remote Elevator Monitoring:
    - a. Install a remote monitoring device to allow 24 monitoring of the health of the elevator system and to dispatch a service call as required in an entrapment.
  - 3. Emergency Fire Service
    - a. The elevator will be provided with Fire Service and proper signage as required by local statutes and National Elevator Code. The Elevator Contractor will supply contacts in the controller for the provisions of heat and/or smoke detectors. Heat and/or smoke sensors and all related wiring to the controller are supplied and installed by the electrical contractor, not the Elevator Contractor.
- B. Elevator Equipment
  - 1. Controllers, Controls, Buttons, Wiring, Devices, and Indicators: REPLACE
  - 2. Motors, Hydraulic Equipment:
    - a. Includes pump, tank, valves and gaskets.
      - 1) A new hydraulic power unit will be installed. The power unit shall be compactly and neatly designed, with all of the components listed below combined in a self-contained unit: inner base for mounting motor and pump assembly, adequate oil reservoir, oil hydraulic pump, an electric motor, and an oil control unit. This unit must be made to go through all existing doorways.
      - 2) A new hydraulic control valve will be installed.
      - 3) A new shut off valve will be installed in the hydraulic fluid supply line located in the elevator equipment room.

- 4) ALTERNATE - Install new in-ground hydraulic jack (hydraulic cylinder)
      - (a) Jack quantity 1
        - (1) Jack section 2
      - (b) Jack Protection; flexible liner
      - (c) Leak monitoring; plastic tub
    - b. Comply with NFPA 70.
- C. Hoistway Components:
  1. Carframe and Safety: REPLACE
    - a. The entire cab enclosure will be replaced. Provide a standard railing on the car top where the horizontal distance from the edge of the car top to the hoistway wall exceeds 12"
    - b. Car Top Inspection Station
      - 1) Car top inspection station with emergency stop switch and the constant pressure "up-down" direction buttons will be provided when activated making normal operation devices inoperative and give the inspector complete control of the elevator.
      - 2) It will also have a GFCI receptacle, light and guard.
      - 3) Install a code compliant emergency exit with electrical switch.
  2. Hoistway Operating Devices: REPLACE
    - a. Normal terminal stopping devices shall be provided to slow down and stop the car automatically at the terminal landings and to automatically cut off the power and apply the brake should the car travel beyond the terminal landings.
  3. Buffers: REPLACE
    - a. Buffers shall be installed in the pit as a means for stopping the car and counterweight at the bottom limits of travel. Buffers shall be provided with a switch that prevents the car from moving if the buffer's plunger is not in its fully extended position
  4. Pit Ladder: RETAIN
    - a. Code-compliant galvanized steel pit ladder, wall-mounted.
- D. Hoistway Entrances:
  1. Doors: REPLACE Hoistway door panels
    - a. Replace door rollers and gibs to achieve as-new operation.
    - b. New interlocks shall be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoistway as required by governing codes shall be provided.
    - c. Replace door closers, spring or spirator type
    - d. Car door restrictors: Folding hoistway door restrictors shall be installed.
    - e. Replace car door hangers.
  2. Frames: PATCH AND REPAIR
    - a. Patch, repair, and paint frames and associated trim - coordinate with contractor.
  3. Entrance Markings: REPLACE
    - a. 4" x 4" (102 mm x 102 mm) plates having raised floor markings with Braille adjacent will be provided on both door jambs. Characters will be 2" high, raised 1/32", upper case block letters, grade 2 Braille and located 60" above the floor.
  4. Gasketing: REPLACE
    - a. Provide acoustic type gasketing at hoistway doors and frames to eliminate audible noise due to car activities in the hoistway, and air pressure differential between hoistway and landing floors.
  5. Toe guard: MODIFY AS REQUIRED
- E. Car Components: The entire cab enclosure will be replaced
  1. Doors: REPLACE
    - a. Replace doors
  2. Door Frames: RETAIN

- a. Retain frames
3. Car Frame (sling & platform): RETAIN
4. Car Safeties: REPLACE
  - a. Device will be provided and mounted under the car platform, securely bolted to the Car Frame. The safety will be actuated by a centrifugal governor mounted at the top of the hoistway. The Safety is designed to operate in case the car attains excessive descending speed.
5. Platform, Passenger: Replace
6. Car Guides: Replace
7. Cab Finish: REPLACE
  - a. Car Wall Base: Recessed stainless steel 4" high
  - b. Car Walls (Side and Rear):
    - 1) Type 304 Stainless Steel; 5WL finish below handrail
    - 2) Plastic Laminate on Plywood above handrail. As selected by Architect from manufacturer's full range by elevator manufacturer.
    - 3) Front Return and Control Panel: Type 304 Stainless Steel finish no. 4
    - 4) Install cab pads on all cab walls with studs incorporated into the shell wall.
  - c. Ceiling: REPLACE
    - 1) Suspended Type 304 Stainless Steel; No.4 finish.
    - 2) Provide emergency access panel for egress from car at ceiling.
  - d. Wall Base: Recessed stainless steel, 4 inch high.
8. Handrail: REPLACE
  - a. Flat bar, stainless steel, at all three sides. Provide open clearance space 1-1/2 inch (38 mm) wide to face of wall.
  - b. Mount handrail at 32 inches above the finished floor.
9. Flooring: REPLACE
  - a. As specified in Section 096500 - Resilient Flooring.
10. Threshold: RETAIN
  - a. Extruded aluminum; mill finish.
11. Lighting: REPLACE
  - a. Round, LED spotlights.
12. Emergency access panel for egress with electrical contact on the car-top exit: REPLACE
13. Emergency Car Signals: REPLACE
  - a. Emergency Siren: Siren mounted on top of cab that is activated when the alarm button in the car operating panel is engaged. Siren shall have rated sound pressure level of 80 dB(A) at a distance of three feet from device. Siren shall respond with a delay of not more than one second after activation of alarm button.
  - b. Emergency Car Lighting: Provide emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuits shall illuminate the elevator car and provide current to the alarm bell in the event of building power failure.
14. Ventilation: REPLACE
15. Car Accessories:
  - a. Certificate Frame: REPLACE
    - 1) Stainless steel frame glazed with polycarbonate, and attached with tamper-proof screws.
  - b. Protective Pads: not required.
  - c. Signage: REPLACE
    - 1) Vinyl adhered signage on door panel, to match existing.
  - d. Protective Pads: Provide removable protective wall pads for elevator cab at all walls.
    - 1) Canvas cover, padded with impact-resistant fill material, sewn with piping edges, fire resistant in compliance with ASME A17.1 Cover side and rear walls and front return, with cut-out for control panel. Provide one set.
    - 2) Color: Standard manufacturer's color as selected by Architect from full range.

- 3) Attachment:
    - (a) Provide stainless steel studs standard hanging system compatible with elevator cab pad buttons or attachment points.
    - (b) Pads shall be easily removable and reinstallable without tools.
  - 4) Performance: Pads shall fit tightly against cab walls without sagging. Materials shall meet applicable flame-spread requirements. Pads shall be washable and resistant to tearing and abrasion.
- F. Signal Devices and Fixtures: All items to be tamper-proof.
1. Car-Operating Panel: REPLACE
    - a. A panel shall be provided which contains all push buttons, key switches, and message indicators for elevator operation. Raised markings and Braille markings shall be provided for each push-button. The emergency call button shall be connected to a bell that serves as an emergency signal. LED button illumination with 1/8" projecting target.
    - b. Car Fixture Finish: satin stainless steel #4
    - c. Other devices in the car-operating panel shall include:
      - 1) In car stop - keyswitch
      - 2) Firefighters' Service Phase I message indicator and buzzer.
      - 3) Firefighters' Service Phase II keyswitch and Call Cancel Button.
  2. Car Position Indicator: REPLACE
    - a. A digital, LED display car position indicator shall be integral to the car operating panel. The position of the car in the hoistway shall be shown by the illumination of the indication corresponding to the landing at which the car is stopped or passing.
      - 1) Provide stainless steel to cover up any cutouts remaining in header.
  3. Car Communication Device: Rath SmartView two-way Visual and Text Communication device or approved equal. Hands-free telephone shall be provided which has been designed in response to ADAAG requirements. Communications equipment and connections to the building service system shall be furnished and installed as work of electrical subcontractor.
  4. Emergency car lamp to be lit upon loss of power to the car operating panel.
  5. Independent Service Keyswitch.
  6. Hall Fixtures:
    - a. Hall Call Buttons: REPLACE
      - 1) Provide vandal-resistant, mechanical illuminated buttons with raised markings shall be provided. At each terminal landing, a fixture containing a single button shall be provided and at each intermediate landing, a fixture containing "UP" and "DOWN" buttons shall be provided. When a call is registered by momentary pressure on a hall button, that button shall become illuminated and shall remain illuminated until the call is answered.
      - 2) Faceplates will be finished in #4 stainless steel and will be made to cover the opening in the wall where the existing push button is located.
      - 3) One access keyswitch per car at upper and lower landings for maintenance.
      - 4) A code compliant "DO NOT USE IN CASE OF FIRE" pictograph at each hall station will be provided by manufacturer.
    - b. Hall Lanterns - REPLACE
      - 1) Provide new lanterns containing 10,000 hours LED lights, and an adjustable chime notifying direction of travel for the elevator. Single stroke chime for up and double stroke chime for down. Lanterns must be manufactured with ADA sidebars and must cover fully the existing hole in the wall so that NO cutting and patching is required. Approvals of supplied lanterns must be submitted prior to manufacturing.
  7. Data Plate with capacity in pounds, Manufacturer's logo, and car number.
    - a. Fixture Finish: satin stainless steel #4

8. Landing Passing Signal: A chime bell shall sound in the car to tell a passenger that the car is either stopping at or passing a floor served by the elevator.
  9. Firefighters' Service Phase I keyswitch at a designated landing.
- G. Travel Cables: REPLACE
1. Include 10% spares, 1 coax cable, and 6 extra shields
  2. All wiring and electrical interconnections shall comply with the governing codes. Insulated wiring shall have flame retarding and moisture-proof outer covering, and shall be run in conduit, tubing or electrical wireways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

## **2.03 WORK BY OTHERS**

- A. New mainline disconnects and wiring from disconnects to the first controller point of attachment. This work will be completed prior to the start of the modernization.
- B. Guards on existing lighting and installation of new GFI outlets in machine room and pit.
- C. Modification to existing smoke detector system to accommodate the ASME A17.1-2019 elevator code.
- D. Supply of two dry contacts for emergency power operation. 1- pre transfer and 1- building normal power.
- E. Installation of two dedicated phones lines to new controllers.
- F. Installation of two lockable cab lighting circuits to the new controllers.
- G. Access panel in overhead for smoke detector as required.

## **2.04 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with ASME A17.1, applicable local codes, and authorities having jurisdiction (AHJ).
- B. Accessibility Requirements: Comply with ADA Standards.
  1. Leveling Accuracy - The controller shall have a self-leveling feature that shall automatically bring the car to floor landings within a tolerance of 1/2 inch (12.7 mm) or better under all loading conditions up to the rated load.
  2. Hall Lanterns - The controller shall have outputs to drive the visible and audible signals that are required at each hoistway entrance to indicate which elevator car is answering a call. Audible signals shall sound once for up, twice for down.
  3. Car Position Indicators - The controller shall have a position indicator output to drive the required position indicators (one each car operating panel) which shall indicate the corresponding floor numbers as the car passes or stops at a floor. An audible signal shall sound as the position indicator changes floors.
  4. The controller shall have a voice annunciator output to announce direction and floor number. There will also be an announcement for activation of Fireman's Service.
- C. Perform structural steel design, fabrication, and installation in accordance with AISC 360.
- D. Perform welding of steel in accordance with AWS D1.1/D1.1M.
- E. Perform electrical work in accordance with NFPA 70.
- F. Speed: + 2% of contract speed under any loading condition or direction of travel.
- G. Stopping Accuracy:  $\pm 1/4"$  (6.4 mm) under any loading condition or direction of travel.
- H. Platform Load Weighing: A device shall measure carload so that proper starting torque is applied to motor.

## **2.05 OPERATION CONTROLS**

- A. Elevator Controls: Provide landing operating panels and landing indicator panels.
  1. Standard NEMA 1 surface mounted fixtures
  2. Landing Operating Panels: Metallic type, one for originating "Up" and one for originating "Down" calls, one button only at terminating landings; with illuminating indicators.

3. Landing Indicator Panels: Illuminating.
  4. Comply with ADA Standards for elevator controls.
- B. Interconnect elevator control system with building security, fire alarm, card access, smoke alarm, and building management control systems.
- C. Door Operation Controls:
1. Standard NEMA 1 surface mounted fixtures
  2. Program door control to open doors automatically when car arrives at floor landing.
  3. Render "Door Close" button inoperative when car is standing at dispatch landing with doors open.
  4. Door Safety Devices: Moveable, retractable safety edges, quiet in operation; equipped with infrared door protection devices.
    - a. New door operators with variable frequency motor will be provided to open and close the car and hoistway doors simultaneously. Door movement will be cushioned at both limits of travel.
    - b. An electro-mechanical interlock and pickup assembly will be used at each hoistway entrance to prevent the operation of the elevator unless all doors are closed and locked.
    - c. Door tracks, hangers and sheaves will be used on the car and all hoistway doors. New gibs and fire tabs will be installed on all doors.
    - d. Door closers will also be provided for each hoistway door to automatically close the door with the car not being present.
      - 1) Door closers will also be provided for each hoistway door to automatically close the door with the car not being present.
    - e. A car-riding lantern will be mounted in the return jamb of the car door entrance. The lantern will contain one arrow for the up direction and one arrow for the down direction. The arrow corresponding to the direction the car is traveling will be lit. The lantern will be equipped with audible tones corresponding to the direction of travel one tone for travel in the up direction and two tones for travel in the down direction. Faceplates will be finished in #4 stainless steel.
    - f. A passing gong that will sound as the elevator stops at or passes each floor will be installed.
    - g. New clutches with zone restrictors will be provided for each car door. The zone restrictors will mechanically lock the car door until the car is within approximately one foot of the landing.
  5. Nudging
    - a. If the doors are prevented from closing after a preset time interval because of an obstruction in the door opening, the doors will become inoperative and a buzzer will sound until the obstruction is removed. After the obstruction is removed, the car will recycle and return to normal operation.
  6. Car Top Inspection Station
    - a. Car top inspection station with emergency stop switch and the constant pressure "up-down" direction buttons will be provided when activated making normal operation devices inoperative and give the inspector complete control of the elevator.
    - b. It will also have a GFCI receptacle, light and guard.
    - c. Install a code compliant emergency exit with electrical switch.
  7. Toe Guard
    - a. Install a code compliant toe guard.
  8. Doors on the car and at the hoistway entrances shall be power operated by means of a closed loop door operator mounted on top of the car. The door operator is a fully closed loop system designed to give consistent door performance with changes in temperature, wind or minor debris in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.
    - a. Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an

adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

- b. Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements.
- c. Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.
- d. The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

D. Proximity Door Protection Device

- 1. The passenger car door will be protected with a 36 or more, light-ray device extending to a height of approximately 5' 0" above the floor. Interruption of one or more of the light rays will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The interruption of the light rays will cause the doors to remain open as long as the obstruction is in the path of one or more of the light rays. The doors will start to close shortly after the obstruction is removed.
- 2. Door Noise: Door noise will be 50 dBA. This includes reversals.
- 3. Door Control & Closing:
  - a. Door control to open doors automatically when car arrives at a landing in response to a normal hall or car call.
  - b. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.
  - c. A solid state, infrared passenger protection device shall be installed on the car door. This device provides infrared light beams that create an invisible safety net across the elevator entrance. If these beams strike an object in the middle of the entryway, some of the light is reflected into special photo-diode receivers which scan into the entryway at a nominal 30 degree angle. If the receivers detect enough light, a reversal signal is generated to open the doors. The maximum projection of these 12 additional beams at any time is one-third of the door opening width.
  - d. If any beam is interrupted, the door-reversal signal will cause the elevator doors to reopen instantly without touching the passenger. After a car stop is made, the door shall remain open for a predetermined interval before closing. If, while the door is closing, the matrix of invisible light beams is interrupted by a passenger entering or leaving the car, the door shall stop and reopen, after which the door shall again start to close.
  - e. Graceful degradation operation is also included. If one or two isolated beams (up to a maximum of 36 beams) are interrupted, the door-reversal signal will cause the doors to reopen instantly. If the beams remain blocked for more than 80 seconds, the beams are considered permanently blocked. The infrared device then ignores these blockages and the detector will continue to operate as it would without any blockages.
  - f. If three or more adjacent beams are interrupted, the door-reversal signal will cause the doors to reopen instantly. If they remain blocked for more than 80 seconds, they are considered permanently blocked. The doors will then either remain open indefinitely, go into nudging mode or remain open for a specified period of time, depending on local codes and the door operating system. The doors will remain in this mode until the blockage is corrected.
  - g. Adjustable Door Dwell Time: The time interval that elevator doors stand open after a stop shall be independently adjustable for car call stops and hall call stops. A separate door time shall be adjustable for lobby door hall calls.
  - h. Door Time Open Protection: If the car doors do not open completely within a predetermined time, the car shall extinguish its hall and car direction lanterns (if provided), sound the in-car alarm buzzer, and shall if part of a group, remove itself from group operation. Then the car shall proceed to the next landing in its direction

of travel (or reverse direction from a top or bottom landing) and again attempt to open its doors fully. If the car moves to three consecutive landings without being able to open its doors fully, it shall shutdown with the doors closed.

- i. Door Time Close Protection: If the Nudging Operation does not completely close the car doors within a predetermined time, the car will extinguish its hall and car direction lanterns (if provided), sound the in-car alarm buzzer, and shall, if part of a group, remove itself from group operation. Then the car shall open its doors fully and again attempt to close them. If the car cannot fully close its doors after three attempts, it shall shutdown with the doors open. Every two minutes the car shall retry closing its doors.

E. Signal Equipment

1. Car Station

- a. The car station will be manufactured with #4 stainless steel finish, including the following operation devices: one button for each floor served; alarm bell button; keyed emergency stop button; door open button; door close button; door hold switch; digital dot matrix car position indicator; keyed light and fan switch. Code compliant ADA telephone will be incorporated in car station and emergency light with rechargeable battery pack. Also included are any other buttons, lamps or keyed switches as required by code.

2. ADA Telephone

- a. A new telephone will be installed at required height in car station. A working dedicated telephone line to the elevator controller in the elevator equipment room will be supplied by the owner.

3. Car Riding Lantern and Passing Chime

- F. Fan and Light Protection: The cab's fan and light shall automatically turn off if the car is idle for a selectable period of time as allowed by A17.1 code compliancy.

- G. Provide "Firefighter's Emergency Operation" in accordance with ASME A17.1, applicable building codes, and authorities having jurisdiction (AHJ).

1. Designated Landing: Main Lobby.

## 2.06 SERVICE CONTROL TYPE

A. Independent Service Control:

1. Provide key operated "Independent Service" on car operating panel. Key activation will remove that car from normal operation and cancel pre-registered car calls.
2. Car will respond to selected floor. Car will not respond to any calls from landing call buttons. Car will only respond to calls placed on the car operating panel. Doors will remain open at last landing requested. Doors will close with a constant pressure on "Door Close" button.
3. Key activation to normal operation will return car to normal operation.

## 2.07 SECURITY FEATURES

A. Car Secure Access:

1. This feature shall allow each car call button to be secured or cleared. If a car call button is secured, it shall not register a call unless a landing access code is correctly entered on the car operating buttons within a predetermined time period after the secured car button is pressed.
2. Selection and changing of the landing access codes shall be done on each car-operating panel using the Car Secure Access keyswitch.

## 2.08 FIREFIGHTERS' SERVICE OPERATION FEATURES

A. Firefighters' Service Phase I:

1. When a building smoke sensor or a keyswitch located at the designated return landing is activated, all cars in the group shall perform an emergency return to the designated landing. The return operation shall be in compliance with applicable codes.

2. Passengers shall be alerted that the car is returning by a buzzer and a message indicator showing "Please Exit when Doors open" and a Fireman's Hat light is also illuminated.
- B. Alternate Return Landing for Phase I:
  1. The car(s), while responding to a Phase 1 Firefighters' Service operation, shall return to a reselected alternate landing if the smoke detector at the designated return landing has been activated.
- C. Firefighters' Service Phase II:
  1. This feature shall be activated by the fire fighting personnel using a keyswitch in the car and shall place the elevator under their control. The operation shall be in compliance with applicable codes. This feature shall include a Call Cancel push-button. When the button is activated all registered calls will be canceled and a traveling car will stop at the next landing.

## **2.09 MAINTENANCE OPERATION FEATURES**

- A. Top of Car Inspection:
  1. Enabling switches in the car operating panel and on top of the car shall make the car and hall buttons inoperative and allow the controls in a fixture on the top of the car to be used to move the car at reduced speed for installation, inspection, and maintenance. This operating station shall include a push-button, which must be continuously depressed to permit the elevator to move in either the up or down direction. The top-of-car inspection station shall include a 125V, 15 Amp convenience outlet with ground-fault-circuit-interrupter protection and a convenience light with switch. The top of car fixture shall also include an emergency stop button.
- B. Pit Emergency Stop Switch: A switch, accessible from the pit access door, shall be provided for each car. When a switch is activated, the corresponding car shall stop running.
- C. Zoned Access at Bottom Landing: This feature, activated by a keyswitch located at the landing, shall permit the operation of the car at the landing with the hoistway door and the car door or gate open, in order to permit access to the hoistway pit. Movement of the car away from the landing shall be limited or "zoned" as required by applicable codes
- D. Zoned Access at Upper Landing: This feature, activated by a keyswitch located at the landing, shall permit the operation of the car at the landing with the hoistway door and the car door or gate open, in order to permit access to the top of the car. Movement of the car away from the landing shall limited or "zoned" as required by applicable codes.

## **2.10 MATERIALS**

- A. Rolled Steel Sections, Shapes, Rods: ASTM A36/A36M.
- B. Steel Sheet: ASTM A1008/A1008M, Designation CS (commercial steel), with matte finish.
- C. Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- D. Stainless Steel Sheet: ASTM A666, Type 304; No. 4 Brushed finish unless otherwise indicated.
- E. Stainless Steel Bars, Shapes and Moldings: ASTM A276/A276M, Type 304.
- F. Extruded Aluminum: ASTM B221 (ASTM B221M), natural anodized finish unless otherwise indicated.
- G. Aluminum Sheet: ASTM B209 (ASTM B209M), 3105 alloy, O temper.
- H. Resilient Flooring: Vinyl tile flooring, as specified in Section 096500.
- I. Body Filler for repair of existing doors and frames: repair putty for filling dents and gouges in galvanized and non-galvanized hollow metal doors and frames; Bondo All-Purpose Putty by 3M or approved equal.

## **2.11 MACHINE ROOM FITTINGS**

- A. Monitoring Device Interface:

1. Fabricate one multiple terminal block in controller relay panel or selector, in location indicated, for connection of monitoring devices for:
  - a. Landing and car registration circuits.
  - b. Motor generator running circuits.
  - c. Load weighing circuits.
  - d. Up and down peak programming circuits.
  - e. Independent service switches.
2. Label terminals for use with alligator test clips.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting this work.
- B. Verify that hoistway, pit, and machine room are ready for work of this section.
- C. Verify hoistway shaft and openings are of correct size and within tolerance.
- D. Verify location and size of machine foundation and position of machine foundation bolts.
- E. Verify that electrical power is available and of correct characteristics.

### **3.02 PREPARATION**

- A. Arrange for temporary electrical power for installation work and testing of elevator components. Comply with requirements of Section 015000 - Temporary Facilities and Controls.
- B. Maintain elevator pit excavation free of water.

### **3.03 INSTALLATION**

- A. Install system components, and connect equipment to building utilities.
- B. Install hoistway, elevator equipment, and components in accordance with approved shop drawings.
- C. Structural Metal Surfaces: Clean surfaces of rust, oil or grease; wipe clean with solvent; prime with two coats.
- D. Wood Surfaces not Exposed to Public View: Finish with one coat primer; one coat enamel.
- E. Adjust equipment for smooth and quiet operation.

### **3.04 CLOSEOUT ACTIVITIES**

- A. Demonstrate proper operation of equipment to Owner's designated representative.
- B. Demonstration: Demonstrate operation of system to Owner's personnel.
  1. Use operation and maintenance data as reference during demonstration.
  2. Briefly describe function, operation, cleaning and maintenance of each component.
  3. Each elevator shall run in test mode of 24 hours without shutdown prior to the turnover to the building.

### **3.05 MAINTENANCE**

- A. Maintenance service consisting of regular examinations and adjustments of the elevator equipment shall be provided by the elevator contractor for a period of 12 months after the elevator has been turned over for the customer's use. This service shall not be subcontracted but shall be performed by the elevator contractor. All work shall be performed by competent employees during regular working hours of regular working days. This service shall not cover adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents caused by persons other than the elevator contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be provided.
- B. The elevator control system must:
  1. Provide in the controller the necessary devices to run the elevator on inspection operation.
  2. Provide on top of the car the necessary devices to run the elevator in inspection operation.

3. Provide in the controller an emergency stop switch. This emergency stop switch when opened disconnects power from the brake and prevents the motor from running.

**SECTION 220529  
HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Metal pipe hangers and supports.
  - 2. Metal framing systems.
  - 3. Thermal-hanger shield inserts.
  - 4. Fastener systems.
  - 5. Equipment supports.
- B. Related Sections:
  - 1. Section 05 50 00 "Metal Fabrications" for structural-steel shapes and plates for trapeze hangers for pipe and equipment supports.

**1.03 DEFINITIONS**

- A. MSS: Manufacturers Standardization Society of The Valve and Fittings Industry Inc.

**1.04 PERFORMANCE REQUIREMENTS**

- A. Structural Performance: Hangers and supports for plumbing piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
  - 1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
  - 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

**PART 2 PRODUCTS**

**2.01 METAL PIPE HANGERS AND SUPPORTS**

- A. Carbon-Steel Pipe Hangers and Supports:
  - 1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
  - 2. Galvanized Metallic Coatings: Pregalvanized or hot dipped.
  - 3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
  - 4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
  - 5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.
- B. Stainless-Steel Pipe Hangers and Supports:
  - 1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
  - 2. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
  - 3. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel.
- C. Copper Pipe Hangers:
  - 1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.
  - 2. Hanger Rods: Continuous-thread rod, nuts, and washer made of copper-coated steel.

**2.02 METAL FRAMING SYSTEMS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Allied Tube & Conduit.

2. Cooper B-Line, Inc.
  3. Flex-Strut Inc.
  4. GS Metals Corp.
  5. Thomas & Betts Corporation.
  6. Unistrut Corporation; Tyco International, Ltd.
  7. Wesanco, Inc.
  8. Description: Shop- or field-fabricated pipe-support assembly for supporting multiple parallel pipes.
  9. Standard: MFMA-4.
  10. Channels: Continuous slotted steel channel with inturned lips.
  11. Channel Nuts: Formed or stamped steel nuts or other devices designed to fit into channel slot and, when tightened, prevent slipping along channel.
  12. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.
  13. Metallic Coating: Electroplated zinc.
  14. Paint Coating: Vinyl.
- B. Non-MFMA Manufacturer Metal Framing Systems:
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Anvil International; a subsidiary of Mueller Water Products Inc.
    - b. Empire Industries, Inc.
    - c. ERICO International Corporation.
    - d. Haydon Corporation; H-Strut Division.
    - e. NIBCO INC.
    - f. PHD Manufacturing, Inc.
    - g. PHS Industries, Inc.
  2. Description: Shop- or field-fabricated pipe-support assembly made of steel channels, accessories, fittings, and other components for supporting multiple parallel pipes.
  3. Standard: Comply with MFMA-4.
  4. Channels: Continuous slotted steel channel with inturned lips.
  5. Channel Nuts: Formed or stamped steel nuts or other devices designed to fit into channel slot and, when tightened, prevent slipping along channel.
  6. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.
  7. Coating: Zinc.

## **2.03 THERMAL-HANGER SHIELD INSERTS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Carpenter & Paterson, Inc.
  2. Clement Support Services.
  3. ERICO International Corporation.
  4. National Pipe Hanger Corporation.
  5. PHS Industries, Inc.
  6. Pipe Shields, Inc.; a subsidiary of Piping Technology & Products, Inc.
  7. Piping Technology & Products, Inc.
  8. Rilco Manufacturing Co., Inc.
  9. Value Engineered Products, Inc.
- B. Insulation-Insert Material for Cold Piping: ASTM C 552, Type II cellular glass with 100-psig or ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength and vapor barrier.
- C. Insulation-Insert Material for Hot Piping: ASTM C 552, Type II cellular glass with 100-psig or ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength.

- D. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- E. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- F. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

## **2.04 FASTENER SYSTEMS**

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
- B. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

## **2.05 EQUIPMENT SUPPORTS**

- A. Description: Welded, shop- or field-fabricated equipment support made from structural carbon-steel shapes.

## **2.06 MISCELLANEOUS MATERIALS**

- A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
  - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
  - 2. Design Mix: 5000-psi, 28-day compressive strength.

# **PART 3 EXECUTION**

## **3.01 HANGER AND SUPPORT INSTALLATION**

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.
  - 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
  - 2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.
- C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- D. Fastener System Installation:
  - 1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
  - 2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- E. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- F. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- G. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

- H. Install lateral bracing with pipe hangers and supports to prevent swaying.
- I. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- J. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- K. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- L. Insulated Piping:
  - 1. Attach clamps and spacers to piping.
    - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
    - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
    - c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
  - 2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
  - 3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
  - 4. Shield Dimensions for Pipe: Not less than the following:
    - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
  - 5. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

### **3.02 EQUIPMENT SUPPORTS**

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment and make bearing surface smooth.
- C. Provide lateral bracing, to prevent swaying, for equipment supports.

### **3.03 METAL FABRICATIONS**

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

### **3.04 ADJUSTING**

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

### 3.05 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Section 09 91 23 "Interior Painting."
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

### 3.06 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Use carbon-steel pipe hangers and supports and attachments for general service applications.
- F. Use stainless-steel pipe hangers and stainless-steel or corrosion-resistant attachments for hostile environment applications.
- G. Use copper-plated pipe hangers and copper or stainless-steel attachments for copper piping and tubing.
- H. Use padded hangers for piping that is subject to scratching.
- I. Use thermal-hanger shield inserts for insulated piping and tubing.
- J. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
  - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30.
  - 2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of up to 1050 deg F, pipes NPS 4 to NPS 24, requiring up to 4 inches of insulation.
  - 3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36, requiring clamp flexibility and up to 4 inches of insulation.
  - 4. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes NPS 1/2 to NPS 24 if little or no insulation is required.
  - 5. Pipe Hangers (MSS Type 5): For suspension of pipes NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
  - 6. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated, stationary pipes NPS 3/4 to NPS 8.
  - 7. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
  - 8. Adjustable Band Hangers (MSS Type 9): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
  - 9. Adjustable, Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
  - 10. Split Pipe Ring with or without Turnbuckle Hangers (MSS Type 11): For suspension of noninsulated, stationary pipes NPS 3/8 to NPS 8.
  - 11. Extension Hinged or Two-Bolt Split Pipe Clamps (MSS Type 12): For suspension of noninsulated, stationary pipes NPS 3/8 to NPS 3.

12. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30.
  13. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
  14. Pipe Saddle Supports (MSS Type 36): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate.
  15. Pipe Stanchion Saddles (MSS Type 37): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate, and with U-bolt to retain pipe.
  16. Adjustable Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes NPS 2-1/2 to NPS 36 if vertical adjustment is required, with steel-pipe base stanchion support and cast-iron floor flange.
  17. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
  18. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes NPS 2-1/2 to NPS 24, from single rod if horizontal movement caused by expansion and contraction might occur.
  19. Complete Pipe Rolls (MSS Type 44): For support of pipes NPS 2 to NPS 42 if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
  20. Pipe Roll and Plate Units (MSS Type 45): For support of pipes NPS 2 to NPS 24 if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.
  21. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes NPS 2 to NPS 30 if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.
- K. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
  2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.
- L. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
  2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
  3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
  4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
  5. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.
- M. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
  2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction, to attach to top flange of structural shape.
  3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
  4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
  5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
  6. C-Clamps (MSS Type 23): For structural shapes.
  7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.

8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
  9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
  10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
  11. Malleable-Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
  12. Welded-Steel Brackets: For support of pipes from below or for suspending from above by using clip and rod. Use one of the following for indicated loads:
    - a. Light (MSS Type 31): 750 lb.
    - b. Medium (MSS Type 32): 1500 lb.
    - c. Heavy (MSS Type 33): 3000 lb.
  13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
  14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
  15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.
- N. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
  2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
  3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- O. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
- P. Comply with MFMA-103 for metal framing system selections and applications that are not specified in piping system Sections.
- Q. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

**END OF SECTION**

**SECTION 220553**  
**IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Equipment labels.
  - 2. Pipe labels.

**1.03 COORDINATION**

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

**PART 2 PRODUCTS**

**2.01 EQUIPMENT LABELS**

- A. Metal Labels for Equipment:
  - 1. Material and Thickness: Brass, 0.032-inch or anodized aluminum, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
  - 2. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
  - 3. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
  - 4. Fasteners: Stainless-steel rivets or self-tapping screws.
  - 5. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Plastic Labels for Equipment:
  - 1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
  - 2. Letter Color: Black.
  - 3. Background Color: White.
  - 4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
  - 5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
  - 6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
  - 7. Fasteners: Stainless-steel rivets or self-tapping screws.
  - 8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- C. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified.

**2.02 PIPE LABELS**

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.

- B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to partially cover circumference of pipe and to attach to pipe without fasteners or adhesive.
- C. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- D. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.
  - 1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
  - 2. Lettering Size: At least 1-1/2 inches high.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

### **3.02 EQUIPMENT LABEL INSTALLATION**

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

### **3.03 PIPE LABEL INSTALLATION**

- A. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
  - 1. Near each valve and control device.
  - 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
  - 3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
  - 4. At access doors, manholes, and similar access points that permit view of concealed piping.
  - 5. Near major equipment items and other points of origination and termination.
  - 6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
  - 7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
  - 8. Coordinate with Architect on final placement of labels in exposed areas.
- B. Pipe Label Color Schedule:
  - 1. Condensate Piping:
    - a. Background Color: White.
    - b. Letter Color: Black.

**END OF SECTION**

## **SECTION 221429 SUMP PUMPS**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.02 SUMMARY**

- A. Section Includes:
  - 1. Submersible sump pumps.

#### **1.03 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Wiring Diagrams: For power, signal, and control wiring.

#### **1.04 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For pumps and controls, to include in operation and maintenance manuals.

#### **1.05 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. UL Compliance: Comply with UL 778 for motor-operated water pumps.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Retain shipping flange protective covers and protective coatings during storage.
- B. Protect bearings and couplings against damage.
- C. Comply with pump manufacturer's written rigging instructions for handling.

### **PART 2 - PRODUCTS**

#### **2.01 SUBMERSIBLE SUMP PUMPS**

- A. Submersible, Fixed-Position, Single-Seal Sump Pumps:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Barnes; Crane Pumps & Systems.
    - b. Bell & Gossett Domestic Pump; ITT Corporation.
    - c. Flo Fab inc.
    - d. Glentronics, Inc.
    - e. Goulds Pumps; ITT Corporation.
    - f. Grundfos Pumps Corp.
    - g. Liberty Pumps.
    - h. Little Giant Pump Co.
    - i. McDonald, A. Y. Mfg. Co.
    - j. Pentair Pump Group; Hydromatic Pumps.
    - k. Pentair Pump Group; Myers.
    - l. Stancor, Inc.
    - m. Sta-Rite Industries, Inc.
    - n. Weil Pump Company, Inc.
    - o. Weinman Division; Crane Pumps & Systems.
    - p. Zoeller Company.
  - 2. Description: Factory-assembled and -tested sump-pump unit.

3. Pump Type: Submersible, end-suction, single-stage, close-coupled, overhung-impeller, centrifugal sump pump as defined in HI 1.1-1.2 and HI 1.3.
  4. Pump Casing: Cast iron, with strainer inlet, legs that elevate pump to permit flow into impeller, and vertical discharge for piping connection.
  5. Impeller: Statically and dynamically balanced, ASTM A 48/A 48M, Class No. 25 A cast iron and ASTM B 584, cast bronze, design for clear wastewater handling, and keyed and secured to shaft.
  6. Pump and Motor Shaft: Stainless steel, with factory-sealed, grease-lubricated ball bearings.
  7. Seal: Mechanical.
  8. Motor: Hermetically sealed, capacitor-start type; with built-in overload protection; lifting eye or lug; and three-conductor, waterproof power cable of length required and with grounding plug and cable-sealing assembly for connection at pump.
- B. Motors for submersible pumps shall be hermetically sealed.
- C. Controls:
1. Enclosure: NEMA 250, Type 4X; wall-mounted.
  2. Switch Type: Mercury-float type, in NEMA 250, Type 6 enclosures with mounting rod and electric cables.
  3. High-Water Alarm: Rod-mounted, NEMA 250, Type 6 enclosure with mercury-float switch matching control and electric bell; 120-V ac, with transformer and contacts for remote alarm bell.
- D. Control-Interface Features:
1. Remote Alarm Contacts: For remote alarm interface.
  2. Building Automation System Interface: Auxiliary contacts in pump controls for interface to building automation system and capable of providing the following:
    - a. On-off status of pump.
    - b. Alarm status.

## **2.02 SUMP PUMP CAPACITIES AND CHARACTERISTICS**

- A. Unit Capacity: Refer to drawings for unit data.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine roughing-in for plumbing piping to verify actual locations of storm drainage piping connections before sump pump installation.

### **3.02 INSTALLATION**

- A. Pump Installation Standards: Comply with HI 1.4 for installation of sump pumps.

### **3.03 CONNECTIONS**

- A. Comply with requirements for piping specified in Section 22 14 13 "Facility Storm Drainage Piping." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to equipment to allow service and maintenance.

### **3.04 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Tests and Inspections:
1. Perform each visual and mechanical inspection.

2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
  3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Pumps and controls will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

### **3.05 STARTUP SERVICE**

- A. Perform startup service.
1. Complete installation and startup checks according to manufacturer's written instructions.

### **3.06 ADJUSTING**

- A. Adjust pumps to function smoothly, and lubricate as recommended by manufacturer.
- B. Adjust control set points.

### **3.07 DEMONSTRATION**

- A. Train Owner's maintenance personnel to adjust, operate, and maintain controls and pumps.

**END OF SECTION**

**SECTION 230553**  
**IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Equipment labels.

**1.03 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.
- D. Valve numbering scheme.
- E. Valve Schedules: For each piping system to include in maintenance manuals.

**PART 2 PRODUCTS**

**2.01 EQUIPMENT LABELS**

- A. Plastic Labels for Equipment:
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Brimar Industries, Inc.
    - c. Carlton Industries, LP.
    - d. Champion America.
    - e. Craftmark Pipe Markers.
    - f. emedco.
    - g. Kolbi Pipe Marker Co.
    - h. LEM Products Inc.
    - i. Marking Services, Inc.
    - j. Seton Identification Products.
    - k. Or engineer pre-approved equivalent.
  - 2. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
  - 3. Letter Color: White.
  - 4. Background Color: Black.
  - 5. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
  - 6. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
  - 7. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
  - 8. Fasteners: Stainless-steel rivets or self-tapping screws.
  - 9. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.
- C. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number, and identify Drawing numbers where equipment is indicated (plans, details, and schedules) and the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

### **3.02 GENERAL INSTALLATION REQUIREMENTS**

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

### **3.03 EQUIPMENT LABEL INSTALLATION**

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

**END OF SECTION**

**SECTION 238126  
SPLIT-SYSTEM AIR-CONDITIONERS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section includes split-system air-conditioning and heat-pump units consisting of separate evaporator-fan and compressor-condenser components.

**1.03 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Include performance data in terms of capacities, outlet velocities, static pressures, sound power characteristics, motor requirements, and electrical characteristics.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Wiring Diagrams: For power, signal, and control wiring.

**1.04 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For split-system air-conditioning units to include in emergency, operation, and maintenance manuals.

**1.05 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASHRAE Compliance:
  - 1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."
- C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1.

**1.06 COORDINATION**

- A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

**1.07 WARRANTY**

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of split-system air-conditioning units that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period:
    - a. For Refrigeration components: Five year(s) from date of Substantial Completion.
    - b. For Parts: One year(s) from date of Substantial Completion.
- B. For Labor: One year(s) from date of Substantial Completion.

**PART 1 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or equally comparable in capacity, features, and installation to basis of design product by one of the following:
  - 1. Mitsubishi
  - 2. YORK

3. Johnson Controls
4. LG
5. Engineer pre-approved equal.

## **2.02 INDOOR UNITS (5 TONS OR LESS)**

- A. Wall Mount Evaporator-Fan Components:
  1. Unit Cabinet: Galvanized steel construction, low profile casing to have white finish.
  2. Wall mounted fan coil.
  3. Refrigerant Coil: non-ferrous, smooth plate fins on copper tube, with mechanically bonded aluminum fins and thermal-expansion valve. Comply with ARI 206/110.
  4. Fan: Indoor fan shall be an assembly with one or two line-flow fan(s) direct driven by single motor.
  5. Fan Motors:
    - a. Multitapped, multispeed with internal thermal protection and permanent lubrication.
    - b. Wiring Terminations: Connect motor to chassis wiring with plug connection.
  6. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
  7. Filters: Easily removable and accessible washable filter.
  8. Condensate Drain Pans:
    - a. Fabricated with one percent slope in at least two planes to collect condensate from cooling coils (including coil piping connections, coil headers, and return bends), and to direct water toward drain connection.
    - b. Length: Extend drain pan downstream from leaving face to comply with ASHRAE 62.1.
    - c. Depth: A minimum of 2 inches deep.
    - d. Single-wall, stainless-steel sheet.
    - e. Drain Connection: Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on one end of pan.
    - f. Minimum Connection Size: NPS 1.

## **2.03 OUTDOOR UNITS (5 TONS OR LESS)**

- A. Air-Cooled, Compressor-Condenser Components:
  1. Casing: Steel, finished with baked enamel in color selected by Architect, with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Provide brass service valves, fittings, and gage ports on exterior of casing.
  2. Compressor: Variable speed, inverter driven, hermetically sealed with crankcase heater and mounted on vibration isolation device. Compressor motor shall have thermal- and current-sensitive overload devices, start capacitor, relay, and contactor.
    - a. Compressor Type: Scroll.
    - b. Refrigerant Charge: R-454B.
    - c. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and liquid subcooler. Comply with ARI 206/110.
  3. Heat-Pump Components: Reversing valve and low-temperature-air cutoff thermostat.
  4. Fan: Aluminum-propeller type, directly connected to motor.
  5. Motor: Permanently lubricated, with integral thermal-overload protection.
  6. Low Ambient Kit: Permits operation down to 45 deg F (cooling) and -4 deg F (heating).
  7. Mounting Base: Polyethylene.

## **2.04 ACCESSORIES**

- A. Thermostat: Wireless infrared functioning to remotely control compressor and evaporator fan, with the following features:
  1. Compressor time delay.
  2. 24-hour time control of system stop and start.
  3. Liquid-crystal display indicating temperature, set-point temperature, time setting, operating mode, and fan speed.

- 4. Fan-speed selection including auto setting.
- B. Automatic-reset timer to prevent rapid cycling of compressor.
- C. Refrigerant Line Kits: Soft-annealed copper suction and liquid lines factory cleaned, dried, pressurized, and sealed; all line sets to be factory-insulated for continuous insulation with flared fittings at both ends.
- D. Drain Hose: For condensate.

## **2.05 CAPACITIES AND CHARACTERISTICS**

- A. Refer to schedules on drawings.

## **PART 1 EXECUTION**

### **3.01 INSTALLATION**

- A. Install units level and plumb.
- B. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
- C. Install indoor units as exposed wall mounted units.
- D. Install and connect pre-charged refrigerant tubing to component's quick-connect fittings. Install tubing to allow access to unit.

### **3.02 CONNECTIONS**

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where piping is installed adjacent to unit, allow space for service and maintenance of unit.

### **3.03 FIELD QUALITY CONTROL**

- A. Perform tests and inspections.
- B. Tests and Inspections:
  - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
  - 2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Remove and replace malfunctioning units and retest as specified above.
- D. Prepare test and inspection reports.

### **3.04 STARTUP SERVICE**

- A. Perform startup service.
  - 1. Complete installation and startup checks according to manufacturer's written instructions.

### **3.05 ADJUSTING/BALANCING**

- A. Adjust initial temperature set points.
- B. Set split system's air flow rates to within the following tolerances of what is indicated on the drawings:
  - 1. Supply Fans and Equipment with Fans: Plus or minus 10 percent.
  - 2. Air Outlets and Inlets: Plus or minus 10 percent.
  - 3. If airflow rates are set outside of the above tolerances consult engineer before final adjustments.
- C. Set controls and other adjustments for optimum cooling performance and efficiency. Adjust air-distribution features, including dampers and relays, to provide optimum performance and system efficiency.

### **3.06 DEMONSTRATION**

- A. Train Owner's maintenance personnel to adjust, operate, and maintain units.

**END OF SECTION**

**SECTION 260500  
COMMON WORK RESULTS FOR ELECTRICAL**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Basic Requirements.
  - 2. Detailed Requirements.
  - 3. Demolition Requirements.
  - 4. Coordination.
  - 5. Quality Assurance.
  - 6. Codes, Ordinances, & Permits.
  - 7. Common requirements for electrical installation.
  - 8. Cleaning & Rubbish

**1.03 SUBMITTALS**

- A. Shop Drawings:
  - 1. Submit shop drawings, wiring diagrams, and descriptive literature on all equipment furnished in this contract. Contractor shall "approve" shop drawings as specified in Division 1 prior to submitting to Engineer for approval. Shop drawing submittals shall comply with Division 1 requirements.
  - 2. Make submittals as soon as practicable after the signing of the contract. Shipment shall not be released until drawings and literature have been finally approved.
  - 3. Shop drawings shall be checked by the Contractor for shape, dimensions, and details of attachment to the construction before submittal. Submitted shop drawings will be presumed to have been so checked by the Contractor.
  - 4. The literature shall be complete, giving materials, gauges, weights, finishes, etc.
  - 5. Number of copies required is the number of copies the Contractor desires returned, or the quantity listed in Division 1, whichever is greater.
  - 6. Wiring diagrams shall be furnished for all communication and control systems under this contract.
  - 7. In addition to the foregoing, the Contractor is to supply to the Construction Manager, for delivery to the Owner, bound in a single set, a complete shop drawing portfolio of all equipment indicated under the specific specification section. Submit these near completion of the project arranged and indexed according to the CSI format.
- B. Test reports: Submit written installation test reports for review and approval immediately after testing has been satisfactorily completed.
- C. Acceptance certificates: Submit written manufacturer, testing agency and/or Code authority acceptance certificates with project closeout documentation.
- D. Warranty: Submit a written warranty statement detailing all system and equipment warranties. Warranties shall be signed by Submittal section and are not required for this Section.
- E. Operation & Maintenance Instructions:
  - 1. Refer to Division 1 for submittal and training requirements.
  - 2. Furnish approved operation and maintenance instruction booklets covering each listed item of equipment installed under this contract. These booklets shall provide complete instructions on the proper operation, use and periodic maintenance, together with the source of replacement parts and service for the item of equipment covered.
  - 3. Operation and maintenance manuals shall include copies of test reports, acceptance certificates and warranty information.

4. In addition to the foregoing, the Contractor shall demonstrate to the Owner's designated personnel the use of the systems listed herein and shall furnish three (3) typewritten copies of a general operation procedure. Include locations and functions of switches, circuit breakers, fuses, etc.
  5. After final acceptance of all work and occupancy of the building, the Contractor shall have on the job, a qualified representative to make final adjustments of electrical systems and to instruct the Owner's representative in operating procedures, adjustment, and maintenance of system components, and to acquaint the Owner's representative with locations and functions of circuit breakers, fuses, switches, control devices, etc.
- F. Record Drawings:
1. Refer to Division 1 for submittal requirements.
  2. Record actual locations of equipment, devices, routing of conduits and locations of pull boxes for the following facilities:
    - a. All branch circuit wiring
    - b. Empty conduits for use by others
  3. The information shall be neatly marked and the prints delivered to the Architect.

#### **1.04 BASIC REQUIREMENTS**

- A. Discrepancies: Whenever a discrepancy or inconsistency exists between related information indicated on the contract drawings and/or specifications (such as differences between product descriptions and catalog numbers) this contractor shall obtain additional clarification and direction from the Architect/Engineer before proceeding.
- B. Deficiencies: The Contractor and subcontractors shall resolve all known deficiencies and inadvertent omissions, including non-compliance with applicable codes, with the Architect/Engineer prior to ordering materials or proceeding with the work. Any work performed prior to receipt of instruction from the Architect/Engineer will be done so at the Contractor's risk.
- C. Manufacturer's Catalog Numbers: Product series, model, or catalog numbers, whether indicated on drawings or specifications, shall not be considered complete. This Contractor shall not order any product based solely upon the stated catalog number. Furnish products including accessories and options necessary to match the full product description and its intended purpose and application based on all information available from the contract documents.

#### **1.05 DETAILED REQUIREMENTS**

- A. Equipment and material specifications are minimum general requirements.
- B. In cases where construction requirements and/or special features not mentioned are stated in subsequent sections, on the drawings, or by Code, the higher standard shall apply.

#### **1.06 DEMOLITION REQUIREMENTS**

- A. Remove, relocate, and extend existing installations to accommodate new construction on existing project site.
- B. Existing unused wiring shall be removed under this contract. Unused wiring shall be regarded as scrap materials to be recycled by this Contractor. Scrap value shall be determined by the Contractor and accounted for in the Contractor's bid. The Owner reserves the right to identify which items shall be salvaged-and, thus, carefully removed by this Contractor and placed in storage on site as directed by the Owner. The Contractor shall be responsible for the proper disposal of all demolished materials that the Owner does not want to salvage.
- C. Verify that abandoned wiring and equipment serve only abandoned equipment or facilities. Extend conduit and wire to facilities, equipment, light poles, etc. that remain in operation. Extension of conduit and wire to equipment shall be compatible with the surrounding area.
  1. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel and/or junction boxes as appropriate.
  2. Remove exposed abandoned conduit and raceway, including abandoned conduit and raceway above accessible ceiling finishes. Cut raceway flush with walls and floors, and

- patch surfaces. Remove all associated clamps, hangers, supports, etc. associated with raceway removal.
3. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
  4. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.

#### **1.07 COORDINATION**

- A. Coordinate arrangement, mounting, and support of electrical equipment:
  1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
  2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
  3. To allow right of way for piping and conduit installed at required slope.
  4. So connecting raceways, cables, cable trays, and wireways will be clear of obstructions and of the working and access space of other equipment.
- B. Prior to bidding, this contractor shall determine conduit routings, including the means and methods of installation, maximum feeder/branch-circuit lengths, pull boxes, junction boxes, conduit bodies, fittings, and any other related work in accordance with the contract documents and the applicable building codes.

#### **1.08 QUALITY ASSURANCE**

- A. Test Equipment Suitability and Calibration: Comply with NETA ATS, "Suitability of Test Equipment" and "Test Instrument Calibration."
- B. Tests & Adjustments
  1. Contractor shall perform at his own expense, except for electrical energy, any tests that the Architect/Engineer may order to prove the performance of any device(s) and/or equipment supplied under this contract.
  2. Such tests will be limited to non-destructive test and will involve only direct reading(s) of the parameter(s) involved, i.e., actual trip rating or time delay of a circuit breaker may be required but coordination study is beyond the scope of this requirement.
  3. Provide adjustments such as branch circuit re-arranging, circuit breaker trip settings, final selection of fuse sizes, motor starter overload element settings, and the like that may be indicated by the tests and/or to suit equipment to be installed.

#### **1.09 CODES, ORDINANCES, & PERMITS**

- A. All governmental codes and ordinances that are applicable and in effect at the time and location of this work are hereby referenced as an integral part of the specification to establish minimum standards of design detail, materials, and workmanship. Extra payment will not be allowed for work or changes required by code enforcement authorities and/or utility companies. This is not to preclude the establishment of non-conflicting higher standards as may be specified herein and/or indicated on the drawings. In case of conflict between any of the standards established herein and a governmental code or ordinance, refer to the Architect/Engineer and obtain instructions before proceeding with the work involved.
- B. Apply for, obtain, and pay for required permits and certificates of inspection

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. In all Division 26 Part 2 articles where titles introduce lists, the following requirements apply to product selection:
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified or engineering pre-approved product substitution. No product manufacturer will be accepted after this bid unless approved through a contractual change or written acceptance by Engineer. See "Substitution Procedures" article herein.

## **2.02 PROPRIETARY REFERENCES**

- A. Except where there is indication to the contrary, the intent of this specification is to be open to all brand names and suppliers that offer equipment that complies with the stated requirements of capacity, function, quality configuration, size, shape, and operating characteristics that are compatible with the design objectives of the system and interfacing equipment.
- B. The perceived operational limitations and maintenance requirements as well as the availability of suitable maintenance support will be evaluated in comparison to competing equipment as an important factor in deciding if an item of equipment is acceptable or not acceptable.
- C. The product manufacturers listed are manufacturers that are believed to be producers of like equipment or materials and locally represented, with service capability and otherwise meeting the requirements of the contract documents. Reference to a brand name is not to be construed as a representation that the named supplier actually has available the equipment or materials that meet the detailed requirements of the contract documents.
- D. Details of construction, control, or operation that are proprietary and not significant to the Owner's utilization of the equipment will not be used as a basis for qualifying or disqualifying any equipment.

## **2.03 SUBSTITUTIONS**

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Engineer at least 7 days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. Refer to Division 1 for additional requirements.
- C. If the Engineer approves a proposed substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the contract award unless specifically provided in the contract documents.

## **2.04 UL LABEL**

- A. All materials, devices, etc. installed under this contract shall bear the UL label, or be UL listed as applicable except those specified items not covered by existing UL Standards.

## **PART 3 EXECUTION**

### **3.01 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION**

- A. Examine the site and drawings before proceeding with the layout and installation of this work. Locate work so it does not interfere with access to service for any equipment.
- B. Obtain and follow manufacturer's installation instructions in the installation of all electrical equipment. Observe all restrictions imposed by the equipment manufacturer, UL label, NEC, or other applicable code in regard to setting; anchoring; hanging; clearances; electric, magnetic or thermal separation; shielding; weather and moisture protection. In case of conflict between the specifications herein and instructions or code governing the installation, notify the Engineer and receive his instructions before proceeding.
- C. Arrange exposed work as closely as practicable to wall or ceiling surfaces and in accurate alignment with exposed features of structure and/or trim. Locate concealed work so fittings,

connectors, and other projections will clear surfaces. Where the option of more than one material is given, selection shall be confined to those which may be properly installed.

- D. Install all work in a neat and workmanlike manner by workmen thoroughly qualified in the trade or duties they are to perform. Rough work will be rejected.
- E. The Contractor is responsible for correct size and location of chases, slots, and openings require and will be liable for any cutting or patching made necessary by his failure to make proper arrangements in this respect.
- F. Maintain a competent full-time superintendent on the job to oversee and coordinate work with other trades, receive instructions from the Architect/Engineer, make layout of work to suit actual conditions, and to satisfy requirements of the drawings, specifications, and good workmanship.

### **3.02 CLEANING & RUBBISH**

- A. During the work, keep the premises clear of unnecessary accumulation of debris.
- B. Plug or cap open ends of conduits to prevent the entrance of dirt and/or moisture during construction. Protect boxes, panel enclosures, etc. against the entrance of mortar, plaster, moisture, and other foreign material during construction, and thoroughly clean these spaces before pulling wires, and again, if necessary, before installing covers of fronts.
- C. On completion of the work, remove all rubbish and debris resulting from the work or the work of subcontractors and dispose of same.
- D. All equipment, fixtures, etc. shall be thoroughly cleaned of accumulated dust, plaster, or other dirt and left in a satisfactory condition for use.

**END OF SECTION**

**SECTION 260519**  
**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wiring connectors.
- D. Electrical tape.

**1.02 RELATED REQUIREMENTS**

- A. Section 260526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

**PART 2 PRODUCTS**

**2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Metal-clad cable is permitted only as follows:
  - 1. Where not otherwise restricted, may be used:
    - a. For final connections from junction boxes to luminaires.
      - 1) Maximum Length: 6 feet (1.8 m).

**2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
- I. Conductor Color Coding:
  - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.
  - 3. Color Code:
    - a. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.

- 3) Phase C: Blue.
- 4) Neutral/Grounded: White.
- b. Equipment Ground, All Systems: Green.

### **2.03 SINGLE CONDUCTOR BUILDING WIRE**

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
  - 1. Feeders and Branch Circuits: Stranded.
  - 2. Control Circuits: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
    - a. Installed Underground: Type XHHW-2.

### **2.04 METAL-CLAD CABLE**

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Stranded.
  - 2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- E. Grounding: Full-size integral equipment grounding conductor.
- F. Armor: Steel, interlocked tape.

### **2.05 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

### **2.06 ACCESSORIES**

- A. Electrical Tape:
  - 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
  - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. Arrange circuiting to minimize splices.
  - 3. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.

2. Pull all conductors and cables together into raceway at same time.
  3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- G. Terminate cables using suitable fittings.
1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- H. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- K. Make wiring connections using specified wiring connectors.
1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  3. Do not remove conductor strands to facilitate insertion into connector.
  4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
- L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- M. Insulate ends of spare conductors using vinyl insulating electrical tape.
- N. Install firestopping to preserve fire resistance rating of partitions and other elements.
- O. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

**END OF SECTION**

**SECTION 260526**  
**GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Grounding and bonding requirements.

**PART 2 PRODUCTS**

**2.01 GROUNDING AND BONDING REQUIREMENTS**

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- E. Bonding and Equipment Grounding:
  - 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
  - 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
  - 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
  - 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
  - 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
  - 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Make grounding and bonding connections using specified connectors.
  - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  - 3. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  - 4. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 260553.

**END OF SECTION**

**SECTION 260529  
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

**1.02 RELATED REQUIREMENTS**

- A. Section 260533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- B. Section 260533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

**PART 2 PRODUCTS**

**2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 5. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  - 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - 1. Comply with MFMA-4.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

- D. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- E. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- F. Secure fasteners according to manufacturer's recommended torque settings.
- G. Remove temporary supports.

**END OF SECTION**

**SECTION 260533.13**  
**CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. PVC-coated galvanized steel rigid metal conduit (RMC).
- C. Flexible metal conduit (FMC).
- D. Electrical metallic tubing (EMT).
- E. Liquidtight flexible nonmetallic conduit (LFNC).
- F. Conduit fittings.

**1.02 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC).
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S).
- C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC).
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT).
- F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC).
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
- H. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- I. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit.
- J. NFPA 70 - National Electrical Code.
- K. UL 1 - Flexible Metal Conduit.
- L. UL 6 - Electrical Rigid Metal Conduit-Steel.
- M. UL 514B - Conduit, Tubing, and Cable Fittings.
- N. UL 797 - Electrical Metallic Tubing-Steel.
- O. UL 1242 - Electrical Intermediate Metal Conduit-Steel.
- P. UL 1660 - Liquid-Tight Flexible Nonmetallic Conduit.

**PART 2 PRODUCTS**

**2.01 CONDUIT APPLICATIONS**

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- D. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- E. Exposed, Exterior: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.

## **2.02 CONDUIT REQUIREMENTS**

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
  - 2. Underground, Exterior: 1 inch (27 mm) trade size.
- E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## **2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
  - 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

## **2.04 INTERMEDIATE METAL CONDUIT (IMC)**

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
  - 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

## **2.05 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.
- B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil (1.02 mm).
- C. PVC-Coated Fittings:
  - 1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
  - 2. Non-Hazardous Locations: Use fittings listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil (1.02 mm).
- D. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil (0.38 mm).

## **2.06 FLEXIBLE METAL CONDUIT (FMC)**

- A. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
- B. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.

## **2.07 ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use compression (gland) or set-screw type.
    - a. Do not use indenter type connectors and couplings.

## **2.08 LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (LFNC)**

- A. Description: NFPA 70, Type LFNC liquidtight flexible nonmetallic conduit listed and labeled as complying with UL 1660.
- B. Fittings:
  - 1. Manufacturer: Same as manufacturer of conduit to be connected.
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B; suitable for the type of conduit to be connected.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.
- F. Install liquidtight flexible nonmetallic conduit (LFNC) in accordance with NECA 111.
- G. Conduit Support:
  - 1. Secure and support conduits in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- H. Connections and Terminations:
  - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  - 3. Use suitable adapters where required to transition from one type of conduit to another.
  - 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
  - 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  - 6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
  - 7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- I. Penetrations:
  - 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
  - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.

3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  4. Conceal bends for conduit risers emerging above ground.
  5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
  6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
  8. Install firestopping to preserve fire resistance rating of partitions and other elements.
- J. Provide grounding and bonding in accordance with Section 260526.

**END OF SECTION**

**SECTION 260533.16**  
**BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).

**PART 2 PRODUCTS**

**2.01 BOXES**

- A. General Requirements:
  - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:
  - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
  - 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  - 3. Use suitable concrete type boxes where flush-mounted in concrete.
  - 4. Use suitable masonry type boxes where flush-mounted in masonry walls.
  - 5. Use raised covers suitable for the type of wall construction and device configuration where required.
  - 6. Use shallow boxes where required by the type of wall construction.
  - 7. Do not use "through-wall" boxes designed for access from both sides of wall.
  - 8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  - 9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  - 10. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
  - 1. Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  - 2. NEMA EN 10250 Environment Type, Unless Otherwise Indicated:
  - 3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.

- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Supports:
  - 1. Secure and support boxes in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- E. Install boxes plumb and level.
- F. Install boxes as required to preserve insulation integrity.
- G. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- H. Close unused box openings.
- I. Provide grounding and bonding in accordance with Section 260526.

**END OF SECTION**

**SECTION 260553**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Warning signs and labels.

**PART 2 PRODUCTS**

**2.01 IDENTIFICATION REQUIREMENTS**

- A. Identification for Equipment:
  - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
  - 2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
    - a. Elevator control panels.
- B. Identification for Conductors and Cables:
  - 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
  - 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

**2.02 IDENTIFICATION NAMEPLATES AND LABELS**

- A. Identification Nameplates:
  - 1. Materials:
    - a. Indoor Clean, Dry Locations: Use plastic nameplates.
  - 2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.
  - 3. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) high; Four, located at corners for larger sizes.
- B. Identification Labels:
  - 1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
  - 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
  - 1. Minimum Size: 1 inch (25 mm) by 2.5 inches (64 mm).
  - 2. Legend:
    - a. Equipment designation or other approved description.
  - 3. Text: All capitalized unless otherwise indicated.
  - 4. Minimum Text Height:
    - a. Equipment Designation: 1/2 inch (13 mm).
  - 5. Color:
    - a. Normal Power System: White text on black background.

**2.03 WARNING SIGNS AND LABELS**

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:

1. Materials:
    - a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
  2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
  3. Minimum Size: 7 by 10 inches (178 by 254 mm) unless otherwise indicated.
- C. Warning Labels:
1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
  2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
  3. Minimum Size: 2 by 4 inches (51 mm by 102 mm) unless otherwise indicated.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  1. Surface-Mounted Equipment: Enclosure front.
  2. Flush-Mounted Equipment: Inside of equipment door.
  3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  4. Elevated Equipment: Legible from the floor or working platform.
  5. Interior Components: Legible from the point of access.
  6. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Secure rigid signs using stainless steel screws.

**END OF SECTION**

## **SECTION 262416 PANELBOARDS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Power distribution panelboards.
- B. Overcurrent protective devices for panelboards.

#### **1.02 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
- B. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.
- C. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.
- D. Warranty: Submit sample of manufacturer's warranty and documentation of final executed warranty completed in Owner's name and registered with manufacturer.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Panelboard Keys: Two of each different key.

#### **1.03 WARRANTY**

- A. Manufacturer's Warranty: Provide minimum one year warranty covering repair or replacement of panelboard showing evidence of failure due to defective materials or workmanship.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Schneider Electric
- B. ABB
- C. Eaton
- D. Siemens
- E. Or Engineering Pre-Approved Equal
  - 1. Substitutions: See section 012500 - Substitution procedures

#### **2.02 PANELBOARDS - GENERAL REQUIREMENTS**

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet (2,000 m).
- C. Short Circuit Current Rating:
  - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
  - 1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- G. Conductor Terminations: Suitable for use with the conductors to be installed.

- H. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
  - 2. Boxes: Galvanized steel unless otherwise indicated.
    - a. Provide wiring gutters sized to accommodate the conductors to be installed.
  - 3. Fronts:
    - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
  - 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- J. Load centers are not acceptable.

### **2.03 POWER DISTRIBUTION PANELBOARDS**

- A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
  - 1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
  - 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
  - 1. Phase and Neutral Bus Material: Aluminum.
  - 2. Ground Bus Material: Aluminum.
- D. Circuit Breakers:
  - 1. Provide bolt-on type.
  - 2. Provide thermal magnetic circuit breakers unless otherwise indicated.
- E. Enclosures:
  - 1. Provide surface-mounted enclosures unless otherwise indicated.
  - 2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
  - 3. Provide clear plastic circuit directory holder mounted on inside of door.

### **2.04 OVERCURRENT PROTECTIVE DEVICES**

- A. Molded Case Circuit Breakers:
  - 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
  - 2. Interrupting Capacity:
    - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
    - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
  - 3. Conductor Terminations:
    - a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
  - 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
  - 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
  - 6. Do not use tandem circuit breakers.
  - 7. Do not use handle ties in lieu of multi-pole circuit breakers.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required support and attachment in accordance with Section 260529.
- F. Install panelboards plumb.
- G. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches (2000 mm) above the floor or working platform.
- H. Provide grounding and bonding in accordance with Section 260526.
- I. Install all field-installed branch devices, components, and accessories.
- J. Provide filler plates to cover unused spaces in panelboards.

### **3.02 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Correct deficiencies and replace damaged or defective panelboards or associated components.

### **3.03 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.
- C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

### **3.04 CLEANING**

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

**END OF SECTION**

## **SECTION 262726 WIRING DEVICES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.

#### **1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
  - 2. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.
  - 3. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
  - 4. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

#### **1.03 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

### **PART 2 PRODUCTS**

#### **2.01 WIRING DEVICE APPLICATIONS**

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. Unless noted otherwise, do not use combination switch/receptacle devices.

#### **2.02 WIRING DEVICE FINISHES**

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices, Unless Otherwise Indicated: White with nylon wall plate, Verification during submittal process.

#### **2.03 MANUFACTURERS:**

- A. Hubbell Incorporated
- B. Leviton Manufacturing Company, Inc
- C. Pass & Seymour, a brand of Legrand North America, Inc
- D. Eaton (Arrow Hart).
- E. Or Engineer Pre-approved equivalent.

#### **2.04 SOURCE LIMITATIONS**

- A. Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

#### **2.05 PRODUCT GRADE:**

- A. Switches: Unless indicated otherwise, Commercial specification grade.

#### **2.06 WALL SWITCHES**

- A. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.

1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- B. Standard Wall Switches: Commercial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

## **2.07 RECEPTACLES**

- A. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
  1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
  2. NEMA configurations specified are according to NEMA WD 6.
- B. Convenience Receptacles:
  1. Standard Convenience Receptacles: 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
- C. GFCI Receptacles:
  1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
    - a. Provide test and reset buttons of same color as device.
  2. Weather Resistant GFCI Receptacles: Duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations.

## **2.08 WALL PLATES**

- A. Wall Plates: Comply with UL 514D.
  1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  2. Size: Standard
  3. Screws: Metal with slotted heads finished to match wall plate finish.
- B. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel unless indicated otherwise by architect during submittal process.
- C. Galvanized Steel Wall Plates: Rounded corners and edges, with corrosion resistant screws.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130.
- B. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of wiring devices provided under this section.
  1. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
  2. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.
  3. Locate wall switches on strike side of door with edge of wall plate 3 inches (80 mm) from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- E. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. Where required, connect wiring devices using pigtails not less than 6 inches (150 mm) long. Do not connect more than one conductor to wiring device terminals.
4. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
5. Existing Conductors:
  - a. Cut back and pigtail, or replace all damaged conductors.
  - b. Straighten conductors that remain and remove corrosion and foreign matter.
  - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.
  - d. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
- F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- H. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- I. Install wall switches with OFF position down.
- J. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- K. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- L. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
- M. Identify wiring devices in accordance with Section 260553.
  1. Unless instructed differently by Architect, Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

### **3.02 FIELD QUALITY CONTROL**

- A. Inspect each wiring device for damage and defects.
- B. Operate each wall switch with circuit energized to verify proper operation.
- C. Test each receptacle to verify operation and proper polarity.
  1. Line voltage: Acceptable range is 105 to 132 V.
  2. Ground Impedance: Values of up to 2 ohms are acceptable.
  3. Voltage Drop: Under 15A load, a value of 6 percent or higher is unacceptable.
- D. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
  1. Test for tripping values specified in UL 1436 and UL 943
- E. Correct wiring deficiencies and replace damaged or defective wiring devices.
- F. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete

### **3.03 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.

### **3.04 CLEANING**

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

**END OF SECTION**

## **SECTION 262813 FUSES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Fuses.

#### **1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
  - 2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
  - 3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.03 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.

### **PART 2 PRODUCTS**

#### **2.01 APPLICATIONS**

- A. Feeders:
  - 1. Fusible Switches up to 600 Amperes: Class RK1, time-delay.
- B. General Purpose Branch Circuits: Class RK1, time-delay.

#### **2.02 FUSES**

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.
- C. Provide fuses of the same type, rating, and manufacturer within the same switch.
- D. Comply with UL 248-1.
- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.
- F. Voltage Rating: Suitable for circuit voltage.
- G. Class R Fuses: Comply with UL 248-12.
  - 1. Class RK1, Time-Delay Fuses:

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Do not install fuses until circuits are ready to be energized.
- B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

**END OF SECTION**

**SECTION 262816.16  
ENCLOSED SWITCHES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Enclosed safety switches.

**1.02 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- B. NEMA BS 31047 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum).
- C. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- D. NFPA 70 - National Electrical Code.
- E. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- F. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
- G. UL 98 - Enclosed and Dead-Front Switches.

**1.03 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. ABB
- B. Eaton Corporation
- C. Schneider Electric
- D. Siemens Industry, Inc
- E. Or Engineer per-approved equal.

**2.02 ENCLOSED SAFETY SWITCHES**

- A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet (2,000 m).
  - 2. Ambient Temperature: Between -22 degrees F (-30 degrees C) and 104 degrees F (40 degrees C).
- D. Horsepower Rating: Suitable for connected load.
- E. Voltage Rating: Suitable for circuit voltage.
- F. Short Circuit Current Rating:
  - 1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
  - 2. Minimum Ratings:
    - a. Heavy Duty Single Throw Switches Protected by Class R, Class J, Class L, or Class T Fuses: 200,000 rms symmetrical amperes.
- G. Provide with switch blade contact position that is visible when the cover is open.
- H. Fuse Clips for Fusible Switches: As required to accept fuses indicated.

1. Where NEMA Class R fuses are installed, provide rejection feature to prevent installation of fuses other than Class R.
- I. Conductor Terminations: Suitable for use with the conductors to be installed.
- J. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
- K. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.
  1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Indoor Clean, Dry Locations: Type 1.
- L. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.
- M. Heavy Duty Switches:
  1. Comply with NEMA BS 31047.
  2. Conductor Terminations:
    - a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
  3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.
- N. Provide the following features and accessories where indicated or where required to complete installation:
  1. General Purpose Contactors: Combination type unless otherwise indicated.
    - a. Combination Contactors: NEMA ICS 2, Class A combination controllers with magnetic contactor(s) and externally operable disconnect, but without integral overload relay(s).
    - b. Minimum Contactor Size: NEMA Size 0.
    - c. Use of non-standard contactor sizes smaller than specified standard NEMA sizes is not permitted.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required support and attachment in accordance with Section 260529.
- E. Install enclosed switches plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches (2000 mm) above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 260526.
- H. Provide fuses complying with Section 262813 for fusible switches as indicated or as required by equipment manufacturer's recommendations.

### **END OF SECTION**

## **SECTION 265000 LIGHTING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Interior luminaires.
- B. Emergency lighting units.
- C. Drivers.
- D. Accessories.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 260529 - Hangers and Supports for Electrical Systems.
- B. Section 260533.16 - Boxes for Electrical Systems.
- C. Section 262726 - Wiring Devices: Manual wall switches and wall dimmers.

#### **1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
  - 2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
  - 3. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

#### **1.04 SUBMITTALS**

- A. Shop Drawings:
  - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
  - 2. Provide photometric calculations where luminaires are proposed for substitution upon request.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
  - 1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.
- C. Project Record Documents: Record actual connections and locations of luminaires and any associated remote components.

#### **1.05 DELIVERY, STORAGE, AND PROTECTION**

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

#### **1.06 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

## **1.07 WARRANTY**

- A. Provide five year manufacturer warranty for LED luminaires, including drivers.

## **PART 2 PRODUCTS**

### **2.01 LUMINAIRE TYPES**

- A. Furnish products as indicated in luminaire schedule included on the drawings.

### **2.02 LUMINAIRES**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- E. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- F. LED Luminaires:
  - 1. Components: UL 8750 recognized or listed as applicable.
  - 2. Tested in accordance with IES LM-79 and IES LM-80.
  - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.
- G. Luminaires Mounted in Continuous Rows: Provide quantity of units required for length indicated, with all accessories required for joining and aligning.

### **2.03 EMERGENCY LIGHTING UNITS**

- A. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
- B. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to emergency power supply for minimum of 90 minutes of rated emergency illumination. Batteries, where used, automatically recharge upon restoration of normal power source.
- C. Battery:
  - 1. Size battery to supply all connected lamps, including emergency remote heads where indicated.
- D. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- E. Provide low-voltage disconnect to prevent battery damage from deep discharge.
- F. Accessories:
  - 1. Provide compatible accessory mounting brackets where indicated or required to complete installation.
  - 2. Provide compatible accessory wire guards where indicated.
  - 3. Where indicated, provide emergency remote heads that are compatible with the emergency lighting unit they are connected to and suitable for the installed location.

### **2.04 DRIVERS**

- A. Drivers - General Requirements:
  - 1. Minimum Efficiency/Efficacy: Provide drivers complying with all current applicable federal and state ballast efficiency/efficacy standards.
  - 2. Electronic Drivers: Inrush currents not exceeding peak currents specified in NEMA 410.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- C. Provide required support and attachment in accordance with Section 260529.
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- E. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.
- F. Install accessories furnished with each luminaire.
- G. Bond products and metal accessories to branch circuit equipment grounding conductor.
- H. Emergency Lighting Units:
  - 1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

### **3.02 CLEANING**

- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

**END OF SECTION**

**SECTION 270000**  
**GENERAL REQUIREMENTS FOR COMMUNICATIONS SYSTEMS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Division 27 Specifications are provided to define the standards and criteria to be used to bid, plan, furnish, install, test, and document communication systems for CHMHI Elevator Replacement. These specifications shall form the basis for implementation of the procurement, installation, inspection, and close-out process.
- B. Division 27 has been designed and developed based on NFPA 70 (NEC), National Electrical Safety Code (NESC), Institute of Electronic and Electrical Engineers (IEEE), and a combination of ANSI/TIA Telecommunication Standards, and BICSI methodologies. The requirements within those documents are not superseded herein unless specifically stated. NEC and NESC code requirements are unable to be superseded by this document at any time. ANSI/TIA standards and BICSI methodologies are guidelines and recommendations for best practices and may be superseded, as specified, or may be made more stringent by this document.
- C. Any use of the word "shall" marks a mandatory requirement. Use of the word "may" or "should" suggests optional elements. All conflicts within this document shall be resolved by the Construction Manager in consultation with the Design Team. The standards of State of Iowa shall take precedence in the resolution of any dispute.
- D. Unauthorized changes and/or deviations from these specifications, regardless of scale, may result in re-design, reconstruction, or re-installation of communications elements at the contractor's expense. Contractors shall obtain formal written approval prior to bidding and prior to installation in order to deviate from these specifications or from ANSI/TIA standards and BICSI methodologies. Contractors shall not deviate from NEC and NESC requirements.
- E. Division 27 Specifications address information transport pathways, multiple different types of communication systems, spaces, media, grounding, identification, testing, and documentation requirements in support of multiple information transport infrastructures.
- F. Specific responsibilities of Division 27 include, but are not limited to:
  - 1. Installation of the intra-building pathways, cabling, and coordinating space requirements necessary to house the communication systems and associated electronic information transport equipment. Pathways and spaces shall be provided to support the known systems and cabling requirements, as well as provisions for those that may be required in the future for growth purposes.
  - 2. The procurement and installation of each communications system and the associated components and cabling to create a fully functional system.
  - 3. Thorough testing shall be conducted of each individual communications system to illustrate compliance with specific performance requirements.
  - 4. Definition and establishment of administration and labeling schemes, conforming to Owner's requirements.
  - 5. Securing all necessary permits and licenses, payment of all fees, and provision of all construction work notifications.
  - 6. Compliance with all applicable laws, ordinances, rules, and regulations.
  - 7. It is the intent of the project drawings and specifications to provide complete and fully functional Division 27 communication systems, ready for use. Any item, not specifically shown in the project drawings or called for in the project specifications but normally required for a complete system, is to be considered a part of this contract.
- G. System Continuity:
  - 1. Reconnect all existing items that remain in use. Provide all materials and labor required to retain continuity of existing circuits or systems that are disrupted by these alterations even though not indicated on the drawings.

## **1.02 RELATED REQUIREMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 & 01 Specification Sections, apply to this Section.
- B. The following documents shall also be considered as a part of and shall relate directly to this section:
  - 1. Section 27 0526 - GROUNDING AND BONDING FOR COMMUNICATION SYSTEMS.
  - 2. Section 27 0553 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS.
  - 3. Section 271000 - STRUCTURED CABLING.

## **1.03 CODE REFERENCES AND STANDARDS**

- A. All work shall be in compliance with the following codes and agencies. Nothing contained within these specifications shall be misconstrued to permit work not in conformance with the most stringent of applicable codes and standards. It is assumed that bidders have access to, and specific knowledge of, the listed reference materials in order to ensure conformity with them.
  - 1. National Electrical Code (NEC)
  - 2. National Electrical Safety Code (NESC)
  - 3. National Fire Protection Association (NFPA)
  - 4. International Building Code (IBC)
  - 5. Iowa Administrative Code
  - 6. Federal, State, and Local Codes.
  - 7. National Electronic Manufacturer's Association (NEMA)
  - 8. Institute of Electronic and Electrical Engineers (IEEE)
  - 9. American National Standards Institute/ Industries Association Telecommunication/ Electronic Industries Association (ANSI/TIA/EIA)
  - 10. Occupational Safety & Health Administration (OSHA)
  - 11. Federal Communications Commission (FCC)

## **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination: Coordinate the installation of the telephone and internet service provider pathway and entrance with the Electrical Contractor and the Owner's selected carrier.
- B. Sequencing: Ensure that any wide area network, telephone service, and internet service connectivity cutover is achieved in a coordinated and orderly manner.
- C. All Division 27 Contractor Project Managers shall schedule and conduct a coordination meeting with State of Iowa Information Technology Department to confirm and coordinate scope of work requirements prior to commencement of work. Project meetings shall be scheduled through the Construction Manager.

## **1.05 SUBMITTALS**

- A. Refer to Division 1 for exact submittal procedures.
- B. The Division 27 Contractor shall provide for review, without exception prior to material acquisition and installation, the following items. Failure to submit required items shall disqualify the bidder.
  - 1. Product Data Sheets (Catalog Cuts)
  - 2. Bill of Materials
  - 3. Current Manufacturer Certifications
- C. Provide prior to completion:
  - 1. Cable data base listing patch panel station cable assignments. Database shall be provided in digital media format when requested by the Construction Manager, State of Iowa or the Design Team. Database shall be submitted to the requesting party within seven (7) calendar days.
  - 2. Cable administration drawings, as requested to assist in the planning process. Drawings will be requested prior to final documentation.
- D. Provide at completion of each construction phase area:

1. Cable test and certification reports; summary hard copy or full test results on digital media when requested by the owner or design team. Reports shall be submitted to the requesting party within seven (7) calendar days.
  2. One (1) set of record drawings of the actual installation of the Division 27 systems. Drawings shall be given as full size originals and on digital media in AutoCAD format
- E. Provide at final completion Closeout Submittals. This shall consist of three (3) bound sets of O&M (Operating and Maintenance) Manuals formatted as defined by Division 1 and one (1) electronic copy provided on digital media. Each copy of the O&M Manual shall include, at minimum, items listed as follows:
1. Cable test and certification reports; summary hard copy and full test results on digital media. Test results shall be delivered at the completion of each project phase and at any time when called for by the Owner.
  2. Provide one (1) full-size hard copy set of record drawings (as-builts) to be submitted to the Design Team for approval, immediately upon completion of the installation.
  3. Instruction manuals including equipment and schedules, operating instructions, and manufacturer's instructions.
  4. Manufacturer Warranty Certificate.
    - a. Warranty contacts including but not limited to names, telephone numbers (office and mobile).
  5. Networked Devices
    - a. Provide the owner a list of all networked devices including all IP addresses and passwords for devices and managing software.

#### **1.06 QUALITY ASSURANCE**

- A. Work crew, not involved in installing cable elements (e.g. laborers delivering/moving materials, installing grounding by an electrician, or workers installing pathway elements) do not require BICSI or manufacturer certification or registration.
- B. Contractor shall provide a Manufacturer Certification for the system solution bid, issued directly in the bidder's company name, valid for the time frame in which the installation will be completed. Contractor shall be manufacturer certified in order to participate in the bid event.
- C. The contractor shall be knowledgeable in local, state, regional, and national codes and regulations. All work shall comply with the latest revision of codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall apply.
- D. Only installers trained and certified by the proposed manufacturer shall be allowed to install products. Installers must possess the highest level of certification available by the manufacturer for the specific solution being installed.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Equipment, materials, and supplies shall be shipped, handled and stored in ways that shall prevent damage to the items.
- B. All items shall be handled and stored as recommended by the manufacturer.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under manufacturer's specified conditions, and free from damage or deterioration.
- D. Equipment, materials, and supplies to be incorporated in the area of work shall be new unless otherwise specified.
- E. Equipment, materials, and supplies shall be produced in a good workmanlike manner.
- F. When the quality of a material, process, or article is not specifically set forth in the Drawings or Specifications, the best available quality of the material, process, or article shall be provided.

## **1.08 PROJECT CONDITIONS**

- A. Conditions and Measurements: Visit the jobsite to verify installation conditions and confirm measurements for all required systems and associated cabling connectivity.

## **1.09 WARRANTY**

- A. The Contractor shall submit, in the bid documents, any additional contractor-specific warranties or guarantees to be offered on the project.
- B. The Contractor shall supply any and all necessary documentation needed to process and record the warranty(s) and to verify the installation solution.
- C. Data Cabling System Warranty
  - 1. All cabling systems shall include a minimum twenty-five (25) year application assurance warranty as a manufacturer registered system installation. During the warranty period, and for non-conformities of which contractor has notice, contractor shall take all necessary and appropriate action; free of charge, to correct any non-conformity with the warranties contained in the manufacturer agreement. During the warranty period, contractor shall provide to the Owner, free of costs and charges, all support necessary to ensure that the cabling system meets the requirements specified in this document and performance guarantees provided by the contractors. During the warranty period, contractors shall furnish, or cause to be furnished, all maintenance, service, parts and replacements necessary to maintain the cabling system in good working condition, at no cost to the Owner.
  - 2. The contractor shall supply a full manufacturer's application assurance warranty for all new installations, to include approved termination hardware and cabling media from the proposed manufacturer's list of approved materials. Services to be provided by this contractor to the Owner during the warranty period shall include, without limitation, the following:
    - a. Remedial Maintenance
      - 1) Contractor shall provide service on the Owner's site as necessary including, but not limited to, fault isolation, diagnosis, and repair.
    - b. Maintenance Records
      - 1) Contractor shall maintain, at the jobsite, a current record of the cabling system configuration.
    - c. Replacement Parts
      - 1) Contractor shall provide and install replacement parts, including new components.
- D. All Other Communications Systems Warranty
  - 1. Unless listed elsewhere within these specifications, a warranty shall be provided for a minimum of one (1) year for all other communications systems listed. One year shall begin from the date of Substantial Completion. This warranty shall cover both product and service to address remedial maintenance and replacement parts as is appropriate to keep each system complete and fully functional.

## **PART 2 - PRODUCTS**

### **2.01 ASSEMBLIES**

- A. Sleeves and Pathways for Cabling:
  - 1. Where additional conduits are needed beyond those shown on the drawings to accommodate the installation of systems cabling, this contractor (Division 27) shall include such provisions in this contract. Provide conduit suitable for its application and sized in accordance with industry standards. Include nylon bushings at conduit ends and firestopping as required around conduits wherever building barriers are penetrated. If necessary, this contractor shall hire a qualified contractor to perform this work.

## **PART 3 - EXECUTION**

### **3.01 CLEANING**

- A. Division 27 Contractor shall thoroughly clean all assemblies within the telecommunications room's space before they are turned over to the State of Iowa IT Services for operation. Cleaning shall include, but not be limited to, all ladder tray, racks and wire managers (both inside and out), copper and optical fiber panels (both inside and out). Should any telecommunications room or closet be completed prior to the balance of the floor space construction that it serves, racks, cabinets, and wall frames shall be covered with plastic sheeting to repel dust and other contaminants to which they will be subjected.
- B. At the end of each workday or shift, the Contractor shall be required to clean-up the work area and remove all construction debris such that the site is clean and usable without hazard to workers.

### **3.02 PROJECT CONDITIONS**

- A. The Owner shall not be responsible for delays in work because of shutdowns due to unsafe working practices by Contractors.
- B. The active information transport system and cabling associated with specific work beyond the construction area shall not be disrupted at any time.
- C. Contractor shall clean work areas each day and remove debris properly and legally from the project site. Materials and supplies stored for use in the project shall be neatly stacked outside the circulation areas. All exits and paths shall be cleaned so as to prevent dirt from being tracked into the site.
- D. It shall be the responsibility of the Contractor to secure any parking permits prior to the first day of work on-site.
- E. Work outside of normal operating hours and days shall be coordinated with State of Iowa.

### **3.03 SAFETY REQUIREMENTS**

- A. All contract work shall be performed in accordance with the policies, procedures, and standards established by the Owner.
- B. In construction areas, all Contractor personnel shall wear personnel protection devices, as deemed appropriate by the Construction Manager and as required by OSHA for the work location and work operation being performed. Devices shall include, but not be limited to hardhats, work boots, safety eye protection, reflective vests, etc.
- C. All exposed holes, pits, pipes, etc., either inside or outside the project site, shall be barricaded or plated and adequately secured when Contractor personnel are not present. All ladders, hanging wires, pipes, and other items protruding at a pedestrian level travel way must be removed or secured following the final shift of the day.
- D. During breaks or when only a portion of work has been completed, tools shall not be left exposed where others may risk injury or attempt to use them. Windows and doors shall not be left unsecured or propped open during breaks. At the completion of the final shift each day, doors, windows, or other openings shall be adequately secured.
- E. When driving on the Owner's property, Contractor personnel shall observe all traffic safety regulations and pay particular attention to pedestrians. All loose material and debris on vehicles shall be adequately secured and tied down.

**END OF SECTION**

**SECTION 270528  
PATHWAYS FOR COMMUNICATIONS SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Conduit and fittings.
- B. Hooks.
- C. Boxes

**1.02 RELATED REQUIREMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. The following documents shall also be considered as a part of and shall relate directly to this section:
  - 1. Section 260526 - Grounding and Bonding for Electrical Systems
  - 2. Section 27 0526 - GROUNDING AND BONDING FOR COMMUNICATION SYSTEMS
  - 3. Section 271000 - STRUCTURED CABLING

**PART 2 PRODUCTS**

**2.01 CONDUIT AND FITTINGS**

- A. Conduit types:
  - 1. EMT shall be steel, hot-dipped galvanized or electro-galvanized, with an inner coating to protect cables and aid pulling, UL listed, and meeting the requirements of UL 797 and ANSI C80.3.
  - 2. Conduit bodies (LB's): Conduit bodies (LB's) are not approved and are not acceptable.
- B. Fittings:
  - 1. Provide fittings as follows:
    - a. EMT fittings shall be steel compression type with a nylon insulated throat for rain-tight and concrete-tight applications, steel set screw type or steel compression type for all other connections. Conduit ends shall be fitted with bushings - bushings shall be threaded type for RMC and IMC, set screw type for EMT, and have a nylon insulated throat.
  - 2. Minimum Trade Size:
    - a. Communication systems conduit: 1 inch.

**2.02 HOOKS**

- A. Approved Manufacturers:
  - 1. Caddy/Erico
  - 2. Cooper B-Line
  - 3. Thomas & Betts
  - 4. Or Engineer pre-approved equivalent.
- B. Description: Prefabricated sheet metal cable supports for telecommunications cable.
- C. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- D. Comply with TIA-569-D.
- E. Galvanized steel.
- F. J shape.

**2.03 BOXES**

- A. Approved Manufacturers:
  - 1. Hubbell/Raco
  - 2. Garvin Industries

3. Or Engineer pre-approved equivalent.
- B. Device boxes shall be galvanized stamped steel, deep drawn one piece (without welds or tab connections), with knockouts for conduit entrances, meeting NEMA OS 1, and equipped with extension rings to suit construction and application.
- C. Device Box Types:
  1. Device Box: Typically installed as an empty box with faceplate, conduit and pull string for future use, unless specifically noted otherwise on the Communications Construction Drawings.
    - a. Shall be a minimum 4-11/16 inch by 4-11/16 inch by 2-1/8 inch deep capable of accepting a minimum of (2) 1 inch conduits.
    - b. Shall be equipped with a minimum single-gang mud ring unless otherwise noted on the Drawings.
    - c. Provide a blank faceplate to match the material, style and color being used on the Electrical Wiring Devices
  2. Outlet Box: Outlet boxes shall be provided to house Communications System outlets and connectors. Unless otherwise noted in the Communications Construction Drawings the typical Outlet Box(es) shall be as follows:
    - a. Shall be a minimum 4-11/16 inch by 4-11/16 inch by 2-1/8 inch deep capable of accepting a minimum of (2) 1 inch conduits.
    - b. Shall be equipped with a minimum single-gang mud ring unless otherwise noted on the Drawings.
    - c. Provide a cover plate in lieu of a single-gang mud ring at Wireless Access Point locations.

## **PART 3 EXECUTION**

### **3.01 PATHWAY APPLICATION**

- A. Indoors: Apply pathway products as specified below unless otherwise indicated:
  1. Exposed, Not Subject to Physical Damage: EMT.
  2. Exposed, Not Subject to Severe Physical Damage: EMT.
  3. Pathways for Optical-Fiber or Communications Cable in Spaces Used for Environmental Air: Plenum-type, communications cable pathway.
- B. Minimum Pathway Size: 1 inch trade size for communications cables .

### **3.02 INSTALLATION**

- A. Comply with the following standards for installation requirements except where requirements on Drawings or in this Section are stricter:
  1. NECA 1.
  2. NECA/BICSI 568.
  3. TIA-569-D.
  4. NECA 101
  5. NECA 102.
  6. NECA 105.
  7. NECA 111.
- B. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.
- C. Keep pathways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.
- D. Complete pathway installation before starting conductor installation.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of two 90-degree bends in any pathway run. Support within 12 inches (300 mm) of changes in direction. Utilize long radius ells for all optical-fiber cables.

- G. Support conduit within 12 inches of enclosures to which attached.
- H. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install insulated bushings on conduits terminated with locknuts.
- I. Install pathways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus one additional quarter-turn.
- J. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure, to assure a continuous ground path.
- K. Install pathway-sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed pathways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install pathway-sealing fittings according to NFPA 70.
- L. Install devices to seal pathway interiors at accessible locations. Locate seals, so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all pathways at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where an underground service pathway enters a building or structure.
  - 3. Where otherwise required by NFPA 70.
- M. Comply with manufacturer's written instructions for solvent welding PVC conduit and fittings.
- N. Hooks:
  - 1. Size to allow a minimum of 25 percent future capacity without exceeding design capacity limits.
  - 2. Shall be supported by dedicated support wires. Do not use ceiling grid support wire or support rods.
  - 3. Hook spacing shall allow no more than 6 inches of slack. The lowest point of the cables shall be no less than 6 inches adjacent to ceilings, mechanical ductwork and fittings, luminaires, power conduits, power and telecommunications outlets, and other electrical and communications equipment.
  - 4. Space hooks no more than 5 feet o.c.
  - 5. Provide a hook at each change in direction.
- O. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- P. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block and install box flush with surface of wall. Prepare block surface to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- Q. Horizontally separate boxes mounted on opposite sides of walls, so they are not in the same vertical channel.
- R. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- S. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- T. Set metal floor boxes level and flush with finished floor surface.
- U. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

### **3.03 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR COMMUNICATIONS PENETRATIONS**

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

### **3.04 FIRESTOPPING**

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in firestopping section.

### **3.05 PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage or deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

**END OF SECTION**

## **SECTION 271000 STRUCTURED CABLING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Communications system design requirements.
- B. Communications pathways.
- C. Copper cable.
- D. Communications outlets.
- E. Communications identification.
- F. BICSI N1 - Installation Practices for Telecommunications and ICT Cabling and Related Cabling Infrastructure, 1st Edition.
- G. TIA-568.2 - Balanced Twisted-Pair Telecommunications Cabling and Components Standards.
- H. TIA-606 - Administration Standard for Telecommunications Infrastructure.
- I. UL 1863 - Communications-Circuit Accessories.

#### **1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate requirements for service entrance and entrance facilities with Communications Service Provider.
  - 2. Coordinate the work with other trades to avoid placement of other utilities or obstructions within the spaces dedicated for communications equipment.
  - 3. Coordinate arrangement of communications equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 4. Notify the Design Team of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.03 SUBMITTALS**

- A. Refer to Section 27 0000 - GENERAL REQUIREMENTS FOR COMMUNICATIONS SYSTEMS.

#### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Refer to Section 27 0000 - GENERAL REQUIREMENTS FOR COMMUNICATIONS SYSTEMS.

#### **1.05 WARRANTY**

- A. Refer to Section 27 0000 - GENERAL REQUIREMENTS FOR COMMUNICATIONS SYSTEMS.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Cabling and Equipment:
  - 1. Panduit to comply with ICN standards
  - 2. Or as pre-approved by engineer

#### **2.02 SYSTEM DESIGN**

- A. Provide a complete permanent system of cabling and pathways for voice and data communications, including cables, conduits and wireways, pull wires, support structures, enclosures and cabinets, and outlets.
  - 1. Comply with TIA-568 (SET) (cabling) and TIA-569 (pathways) (commercial standards).
  - 2. Provide fixed cables and pathways that comply with NFPA 70 and TIA-607 and are UL listed or third party independent testing laboratory certified.

3. Provide connection devices that are rated for operation under conditions of 32 to 140 degrees F (0 to 60 degrees C) at relative humidity of 0 to 95 percent, noncondensing.
  4. In this project, the term plenum is defined as return air spaces above ceilings, inside ducts, under raised floors, and other air-handling spaces.
- B. Intermediate Distribution Frames (IDF): Support structures for terminating horizontal cables that extend to telecommunications outlets.
1. Locate intermediate distribution frames as indicated on the drawings.
- C. Cabling to Outlets: Specified horizontal cabling, wired in star topology to distribution frame located at center hub of star; also referred to as "links".

## **2.03 PATHWAYS**

- A. Conduit, Pull Boxes, and Hooks: As specified in Section 27 0528 - PATHWAYS FOR COMMUNICATIONS SYSTEMS; provide pull cords in all conduit.

## **2.04 COPPER CABLE**

- A. Manufacturers (End-to-End):
1. Panduit
  2. Or as pre-approved by engineer
- B. Copper Horizontal Cable:
1. Description: 100 ohm, balanced twisted pair cable complying with TIA-568.2 and listed and labeled as complying with UL 444.
  2. Cable Type - Voice and Work Area Outlet Data: TIA-568.2 Category 6 UTP (unshielded twisted pair); 23 AWG.
    - a. Color: Blue
  3. Cable Capacity: 4-pair.
  4. Cable Applications: Use listed NFPA 70 Type CMP plenum cable unless otherwise indicated.
  5. End-to-End Solution Product(s):
    - a. Panduit; Twisted Pair Cables; TX6500 Series Category 6 U/UTP Cable
    - b. Or as pre-approved by engineer
- C. Copper Cable Terminations: Insulation displacement connection (IDC) type using appropriate tool; use screw connections only where specifically indicated.
- D. Jacks and Connectors: Modular RJ-45, non-keyed, terminated with 110-style insulation displacement connectors (IDC); high impact thermoplastic housing; suitable for and complying with same standard as specified horizontal cable; UL 1863 listed.
1. Performance: 500 mating cycles.
  2. Voice and Data Jacks: 8-position modular jack, color-coded for both T568A and T568B wiring configurations.
  3. End-to-End Product(s):
    - a. Panduit
    - b. Or as pre-approved by engineer
- E. Copper Patch Cords:
1. Description: Factory-fabricated 4-pair cable assemblies with 8-position modular connectors terminated at each end.
  2. Patch Cords for Patch Panels:
    - a. Quantity: One for each patch panel port.
    - b. Length: 7 feet.
    - c. Color: Coordinate specific color requirements with the design team prior to ordering.
  3. Patch Cords for Work Areas:
    - a. Quantity: One for each work area outlet port.
    - b. Length: 15 feet.
    - c. Color: Coordinate specific color requirements with the design team prior to ordering.

4. Product(s):
  - a. Provide products from the approved cable/connectivity manufacturer. Products shall be compatible and compliant with the cable channel and meet or exceed the Category rating of the horizontal permanent link.

## **2.05 COMMUNICATIONS OUTLETS**

- A. Manufacturers:
  1. Panduit
  2. Or as pre-approved by engineer
- B. Outlet Boxes: Comply with Section 27 0528 - PATHWAYS FOR COMMUNICATIONS SYSTEMS.
  1. Provide depth as required to accommodate cable manufacturer's recommended minimum conductor bend radius.
  2. Minimum Size, Unless Otherwise Indicated:
    - a. Data or Combination Voice/Data Outlets: 4 inch square by 2-1/8 inch deep (100 by 54 mm) trade size.
- C. Wall Plates:
  1. Wall Plate Material/Finish - Flush-Mounted Outlets: Match wiring device and wall plate finishes specified in Section 262726.

## **2.06 IDENTIFICATION PRODUCTS**

- A. Comply with TIA-606.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION - GENERAL**

- A. Comply with latest editions and addenda of TIA-568 (SET) (cabling), TIA-569 (pathways), TIA-607 (grounding and bonding), BICSI N1, NFPA 70, and SYSTEM DESIGN as specified in PART 2.
- B. Comply with Communication Service Provider requirements.
- C. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

### **3.02 INSTALLATION OF PATHWAYS**

- A. Install pathways with the following minimum clearances:
  1. 12 inches (300 mm) from power conduits and cables and panelboards.
  2. 5 inches (125 mm) from fluorescent and high frequency lighting fixtures.
  3. 6 inches (150 mm) from flues, hot water pipes, and steam pipes.
- B. Conduit, in Addition to Requirements of Section 27 0528 - PATHWAYS FOR COMMUNICATIONS SYSTEMS:
  1. Arrange conduit to provide no more than the equivalent of two 90 degree bend(s) between pull points.
  2. Conduit Bends: Inside radius not less than 10 times conduit internal diameter.
  3. Arrange conduit to provide no more than 100 feet (30 m) between pull points.
  4. Do not use conduit bodies.
- C. Outlet Boxes:
  1. Coordinate locations of outlet boxes provided under Section 27 0528 - PATHWAYS FOR COMMUNICATIONS SYSTEMS as required for installation of telecommunications outlets provided under this section.
    - a. Mounting Heights: Unless otherwise indicated, as follows:
      - 1) Telephone and Data Outlets: 18 inches (450 mm) above finished floor.
      - 2) Telephone Outlets for Side-Reach Wall-Mounted Telephones: 54 inches (1.4 m) above finished floor to top of telephone.

- 3) Telephone Outlets for Forward-Reach Wall-Mounted Telephones: 48 inches (1.2 m) above finished floor to top of telephone.
- b. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
- c. Provide minimum of 24 inches (600 mm) horizontal separation between flush mounted outlet boxes installed on opposite sides of fire rated walls.
- d. Unless otherwise indicated, provide separate outlet boxes for line voltage and low voltage devices.
- e. Locate outlet boxes so that wall plate does not span different building finishes.
- f. Locate outlet boxes so that wall plate does not cross masonry joints.

### **3.03 INSTALLATION OF EQUIPMENT AND CABLING**

- A. Cabling:
  1. Do not bend cable at radius less than manufacturer's recommended bend radius; for unshielded twisted pair use bend radius of not less than 4 times cable diameter.
  2. Do not over-cinch or crush cables.
  3. Do not exceed manufacturer's recommended cable pull tension.
  4. When installing in conduit, use only lubricants approved by cable manufacturer and do not chafe or damage outer jacket.
- B. Service Loops (Slack or Excess Length): Provide the following minimum extra length of cable, looped neatly:
  1. At Distribution Frames: 120 inches (3000 mm).
  2. At Outlets - Copper: 12 inches (305 mm).
- C. Copper Cabling:
  1. Category 5e and Above: Maintain cable geometry; do not untwist more than 1/2 inch (12 mm) from point of termination.
  2. For 4-pair cables in conduit, do not exceed 25 pounds (110 N) pull tension.
  3. Use T568B wiring configuration.
- D. Identification:
  1. Use wire and cable markers to identify cables at each end.

### **3.04 FIELD QUALITY CONTROL**

- A. Comply with inspection and testing requirements of specified installation standards.
- B. Visual Inspection:
  1. Inspect cable jackets for certification markings.
  2. Inspect patch cords for complete labels.

**END OF SECTION**

**SECTION 280000**  
**GENERAL REQUIREMENTS FOR ELECTRONIC SAFETY & SECURITY SYSTEMS**

**PART 1 GENERAL**

**1.01 DESCRIPTION**

- A. Division 28 specifications are provided to define the standards and criteria to be used to bid, plan, furnish, install, test, and document electronic safety & security systems for CHMHI Elevator Replacement . These specifications shall form the basis for implementation of the design, installation, inspection, and close-out process.
- B. Division 28 has been designed and developed based on the most current and adopted International Series Building and Fire Code, Facility Guidelines, Iowa Administrative Code and Amendments, NFPA 72, NFPA 70 (NEC), and National Electrical Safety Code (NESC) requirements. The requirements within those documents are not superseded herein unless specifically stated. Code requirements are unable to be superseded by this document at any time. The absence of a specific reference to an element within the aforementioned codes, and standards does not relieve all parties of compliance with them.
- C. Within this document use of the word “shall” marks mandatory requirements. Use of the word “may” or “should” suggests optional elements. All conflicts within this document shall be resolved by the Construction Manager in consultation with the Design Team. The standards of State of Iowa shall take precedence in the resolution of any dispute.
- D. Unauthorized changes and/or deviations from these specifications, regardless of scale, may result in re-design, reconstruction, or re-installation of communications elements at the contractor's expense. Contractors shall obtain formal written approval prior to bidding and prior to installation in order to deviate from these specifications. Contractors shall not deviate from code requirements.
- E. Division 28 Specifications address information transport pathways, multiple different types of Safety and Security systems, spaces, media, grounding, identification, testing, and documentation requirements in support of multiple information transport infrastructures.
- F. Specific responsibilities of Division 28 include, but are not limited to:
  - 1. Installation of the intra-building pathways, cabling, and coordinating space requirements necessary to house the safety and security systems and associated electronic information transport equipment. Pathways and spaces shall be provided to support the known systems and cabling requirements, as well as provisions for those that may be required in the future for growth purposes.
  - 2. The procurement and installation of each safety and security system and the associated components and cabling to create a fully functional system.
  - 3. Thorough testing shall be conducted of each individual safety and security system to illustrate compliance with specific performance requirements.
  - 4. Definition and establishment of administration and labeling schemes, conforming to Owner's requirements.
  - 5. Securing all necessary permits and licenses, payment of all fees, and provision of all construction work notifications.
  - 6. Compliance with all applicable laws, ordinances, rules, and regulations.
  - 7. Mandatory project manager attendance at a weekly project status meeting with the General Contractor.
  - 8. It is the intent of the project drawings and specifications to provide complete and fully functional Division 28 safety and security systems, ready for use. Any item, not specifically shown in the project drawings or called for in the project specifications but normally required for a complete systems, is to be considered a part of this contract.

**1.02 CODES AND STANDARDS**

- A. All work shall be in compliance with the following codes and agencies. Nothing contained within these specifications shall be misconstrued to permit work not in conformance with the most

stringent of applicable codes and standards. It is assumed that bidders have access to, and specific knowledge of, the listed reference materials in order to ensure conformity with them.

1. International Building Code
  2. International Fire Code
  3. Facility Guidelines Institute
  4. National Electrical Code (NEC)
  5. National Electrical Safety Code (NESC)
  6. National Fire Protection Association (NFPA)
  7. National Electronic Manufacturer's Association (NEMA)
  8. Occupational Safety & Health Administration (OSHA)
  9. Federal Communications Commission (FCC)
- B. All new materials, equipment, and installation practices shall meet the requirements of the following standards, unless specifically instructed otherwise by the Design Team.
1. Federal, State, and local codes, rules, regulations, and ordinances.
    - a. Perform all work in accordance with local jurisdiction requirements that is governing the work and as fully part of the specifications attached.

### **1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination: Coordinate the installation of the safety and security systems with the Electrical contractor and the Owner's selected carrier.
- B. Sequencing: Ensure that any fire alarm, access control and video surveillance cutover is achieved in a coordinated and orderly manner.
- C. All Division 28 Contractor Project Managers shall schedule and conduct a coordination meeting with State of Iowa to confirm and coordinate scope of work requirements prior to commencement of work. Project meetings shall be scheduled through the general contractor.

### **1.04 SUBMITTALS**

- A. Refer to Division 1 for exact submittal procedures.
- B. The Division 28 contractor shall provide for review, without exception prior to material acquisition and installation, three (3) copies of the following items. Failure to submit required items shall disqualify the bidder.
1. Product Data Sheets (Catalog Cuts)
  2. Riser/Cabling Diagrams
  3. System Schematics
  4. Specification Sheets for Test Equipment
  5. Bill of Materials
  6. Contracting Firm Qualifications and Certifications
  7. Installation Team Qualifications by Individual
  8. Current Manufacturer Certifications
- C. In addition to the above submittal information, the fire detection and alarm contractor shall also adhere to the authority having jurisdiction (local and/or state) submittal requirements. The bid represented by this contractor shall include the necessary fees required for this governing body to review the project.
- D. Provide throughout installation:
1. Material samples, if requested by the design team.
  2. Periodic field quality control reports.
- E. Provide at completion of each construction phase area:
1. System test and certification reports; summary hard copy or full test results on digital media when requested by the owner or design team. Reports shall be submitted to the requesting party within seven (7) calendar days.
  2. One (1) set of record drawings of the actual installation of the Division 28 systems. Drawings shall be given as full size originals and on digital media in AutoCAD format

- F. Provide at final completion, three (3) bound sets of O&M (Operating and Maintenance) Manuals formatted as defined by Division 1 and one (1) electronic copy provided on digital media. Each copy of the O&M Manual shall include, at minimum, items listed as follows:
1. System test and certification reports; summary hard copy and full test results on digital media. Test results shall be delivered at the completion of each project phase and at any time when called for by the Owner.
  2. Provide one (1) full-size hard copy set of record drawings (as-builts) to be submitted to the Design Team for approval, immediately upon completion of the installation.
  3. Instruction manuals including equipment and schedules, operating instructions, and manufacturer's instructions.
  4. Manufacturer warranty certificate.
  5. Warranty contacts including but not limited to: names, telephone numbers (office and mobile).

#### **1.05 QUALITY ASSURANCE**

- A. Contracting firm shall constitute a company with a minimum of five (5) years successful installation experience with projects utilizing infrastructure and systems work similar to that required for this project.
- B. Work crew, not involved in final connections to the fire alarm system (e.g. laborers delivering/moving materials, installing grounding by an electrician, or workers installing pathway elements) do not require NICET or manufacturer certification or registration.
- C. The Contractor shall be knowledgeable in local, state, regional, and national codes and regulations. All work shall comply with the latest revision of codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall apply.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Equipment, materials, and supplies shall be shipped, handled and stored in ways that shall prevent damage to the items.
- B. All items shall be handled and stored as recommended by the manufacturer.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under manufacturer's specified conditions, and free from damage or deterioration.
- D. Equipment, materials, and supplies to be incorporated in the area of work shall be new unless otherwise noted.

#### **1.07 WARRANTY**

- A. The Contractor shall submit, in the bid documents, any additional contractor-specific warranties or guarantees to be offered on the project.
- B. The Contractor shall supply any and all necessary documentation needed to process and record the warranty(s) and to verify the installation solution.
- C. Unless listed elsewhere within these specifications, a warranty shall be provided for a minimum of one (1) year for all safety and security systems. One year shall begin from the date of Substantial Completion. This warranty shall cover both product and service to address remedial maintenance and replacement parts as is appropriate to keep each system complete and fully functional.

### **PART 2 PRODUCTS**

#### **2.01 SLEEVES FOR PATHWAYS AND CABLES**

- A. Where additional conduits are needed beyond those shown on the drawings to accommodate the installation of systems, this contractor (Division 28) shall include such provisions in this contract. Provide conduit suitable for its application and sized in accordance with industry standards. Include nylon bushings at conduit ends and firestopping as required around conduits

wherever building barriers are penetrated. If necessary, this contractor shall hire a qualified contractor to perform this work.

### **PART 3 EXECUTION**

#### **3.01 SAFETY REQUIREMENTS**

- A. All contract work shall be performed in accordance with the policies, procedures, and standards established by the State of Iowa.

**END OF SECTION**

**SECTION 284600  
FIRE DETECTION AND ALARM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fire alarm system design and installation, including all components, wiring, and conduit.

**1.02 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code.
- B. NFPA 72 - National Fire Alarm and Signaling Code.

**1.03 SUBMITTALS**

- A. Evidence of designer qualifications.
- B. Design Documents: Submit all information required for plan review and permitting by authorities having jurisdiction, including but not limited to floor plans, riser diagrams, and description of operation:
  - 1. Copy (if any) of list of data required by authority having jurisdiction.
  - 2. NFPA 72 "Record of Completion", filled out to the extent known at the time.
  - 3. Clear and concise description of operation, with input/output matrix similar to that shown in NFPA 72 Appendix A-7-5-2.2(9), and complete listing of software required.
  - 4. System zone boundaries and interfaces to fire safety systems.
  - 5. Location of all components, circuits, and raceways; mark components with identifiers used in control unit programming.
  - 6. Circuit layouts; number, size, and type of raceways and conductors; conduit fill calculations; spare capacity calculations; notification appliance circuit voltage drop calculations.
  - 7. List of all devices on each signaling line circuit, with spare capacity indicated.
  - 8. Manufacturer's detailed data sheet for each component, including wiring diagrams, installation instructions, and circuit length limitations.
  - 9. Description of power supplies; if secondary power is by battery include calculations demonstrating adequate battery power.
  - 10. Certification by either the manufacturer of the control unit or by the manufacturer of each other component that the components are compatible with the control unit.
  - 11. Certification by the manufacturer of the control unit that the system design complies with Contract Documents.
  - 12. Certification by Contractor that the system design complies with Contract Documents.
- C. Operating and Maintenance Data: one set available during closeout demonstration:
  - 1. Contact information for firm that will be providing contract maintenance and trouble call-back service.
  - 2. List of recommended spare parts, tools, and instruments for testing.
- D. Project Record Documents:
  - 1. Complete set of floor plans showing actual installed locations of components, conduit, and zones.
  - 2. "As installed" wiring and schematic diagrams, with final terminal identifications.
  - 3. "As programmed" operating sequences, including control events by device, updated input/output chart, and voice messages by event.
- E. Closeout Documents:
  - 1. Certification by manufacturer that the system has been installed in compliance with manufacturer's installation requirements, is complete, and is in satisfactory operating condition.

#### **1.04 WARRANTY**

- A. Provide installer's warranty that the installation is free from defects and will remain so for 1 year after date of Substantial Completion.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Existing system is Notifier. Extend system as necessary for new work.

#### **2.02 FIRE ALARM SYSTEM**

- A. Fire Alarm System: Provide a new automatic fire detection and alarm system:
  - 1. Provide all components necessary, regardless of whether shown in Contract Documents or not.
  - 2. Protected Premises: Entire building shown on drawings.
  - 3. Comply with the following; where requirements conflict, order of precedence of requirements is as listed:
    - a. ADA Standards.
    - b. The requirements of the State Fire Marshal.
    - c. Contract Documents (drawings and specifications).
    - d. NFPA 72; where the word "should" is used consider that provision mandatory; where conflicts between requirements require deviation from NFPA 72, identify deviations clearly on design documents.
  - 4. Fire Alarm Control Unit: New, located at supervising station.
- B. Spare Capacity:
  - 1. Initiating Device Circuits: Minimum 25 percent spare capacity.
  - 2. Fire Alarm Control Units: Capable of handling all circuits utilized to capacity without requiring additional components other than plug-in control modules.
- C. Power Sources:
  - 1. Primary: Dedicated branch circuits of the facility power distribution system.
  - 2. Secondary: Storage batteries.
  - 3. Capacity: Sufficient to operate entire system for period specified by NFPA 72.
  - 4. Each Computer System: Provide uninterruptible power supply (UPS).

#### **2.03 FIRE SAFETY SYSTEMS INTERFACES**

- A. Supervision: Provide supervisory signals in accordance with NFPA 72 for the following:
  - 1. Sprinkler water control valves.
  - 2. Dry-pipe sprinkler system pressure.
  - 3. Dry-pipe sprinkler valve room low temperature.
  - 4. Fire pump(s).
  - 5. Elevator shut-down control circuits.
- B. Alarm: Provide alarm initiation in accordance with NFPA 72 for the following:
  - 1. Sprinkler water flow.
  - 2. Kitchen hood suppression activation; also disconnect fuel source from cooking equipment.
  - 3. Elevator lobby, elevator hoistway, and elevator machine room smoke detectors.
  - 4. Generator room heat detector.
  - 5. Duct smoke detectors.
- C. Elevators:
  - 1. Elevator lobby, hoistway, and machine room smoke detectors: Elevator recall for fire fighters' service.
  - 2. Elevator Machine Room Heat Detector: Shut down elevator power prior to hoistway sprinkler activation.
  - 3. Sprinkler pressure or waterflow: Shut down elevator power prior to hoistway sprinkler activation.

- D. HVAC:
  - 1. Duct Smoke Detectors: Close dampers indicated.

## **2.04 COMPONENTS**

- A. Initiating Devices:
  - 1. Addressable Systems:
    - a. Addressable Devices: Individually identifiable by addressable fire alarm control unit.
    - b. Provide suitable addressable interface modules as indicated or as required for connection to conventional (non-addressable) devices and other components that provide a dry closure output.
  - 2. Smoke Detectors.
  - 3. Heat Detectors.
- B. Circuit Conductors: Copper; color code and label.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with applicable codes, NFPA 72, NFPA 70, and Contract Documents.
- B. Conceal all wiring, conduit, boxes, and supports where installed in finished areas.
- C. Obtain Owner's approval of locations of devices, before installation.

### **3.02 INSPECTION AND TESTING FOR COMPLETION**

- A. Notify Owner 7 days prior to beginning completion inspections and tests.
- B. Prepare for testing by ensuring that all work is complete and correct; perform preliminary tests as required.
- C. Provide all tools, software, and supplies required to accomplish inspection and testing.
- D. Perform inspection and testing in accordance with NFPA 72 and requirements of authorities having jurisdiction; document each inspection and test.
- E. Correct defective work, adjust for proper operation, and retest until entire system complies with Contract Documents.

### **3.03 OWNER PERSONNEL INSTRUCTION**

- A. Provide the following instruction to designated Owner personnel:
  - 1. Hands-On Instruction: On-site, using operational system.
- B. Basic Operation: One-hour sessions for attendant personnel, security officers, and engineering staff; hands-on:
  - 1. Initial Training: 1 session pre-closeout.
- C. Furnish the services of instructors and teaching aids; have copies of operation and maintenance data available during instruction.

### **3.04 CLOSEOUT**

- A. Closeout Demonstration: Demonstrate proper operation of all functions to Owner.
  - 1. Be prepared to conduct any of the required tests.
  - 2. Have at least one copy of operation and maintenance data, preliminary copy of project record drawings, input/output matrix, and operator instruction chart(s) available during demonstration.
  - 3. Have authorized technical representative of control unit manufacturer present during demonstration.
  - 4. Demonstration may be combined with inspection and testing required by authority having jurisdiction; notify authority having jurisdiction in time to schedule demonstration.
  - 5. Repeat demonstration until successful.

**END OF SECTION**