

PROJECT MANUAL

PROJECT NAME:

DNR Honey Creek Resort Building Automation System Improvements

PROJECT ADDRESS:

12633 Resort Dr
Moravia, Iowa 52571

PROJECT DATE: September 20, 2024

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OWNER:

Iowa Department of Administrative Services
109 Southeast 13th Street
Des Moines, Iowa 50319



OWNER PROJECT NUMBER: 9418.00

OWNER REQUEST FOR BID NUMBER: RFB 941800-00

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CONSTRUCTION MANAGER:

McGough Construction
217 E. 2nd St, Suite 120
Des Moines, Iowa 50309



CONSTRUCTION MANAGER PROJECT NUMBER: 101174.010

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ARCHITECT:

Farnsworth Design Firm
100 Walnut Street Suite 200
Peoria, IL 61602



ARCHITECT PROJECT NUMBER: 0241027.00

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SECTION 00 0107
SEALS PAGE

SIGNATURE:



NAME: WADE ROSS

LICENSE NUMBER: 20211

DATE: 09-20-2024

LICENSE EXPIRES: 12-31-2025

SEAL



END OF SECTION

SECTION 00 0110

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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 #941800-00

The Iowa Department of Administrative Services will be receiving bids for DDC Control replacement including new front end network manager, graphics and control replacement for various equipment at Honey Creek Resort, Moravia, Iowa 52571.

The Iowa Department of Administrative Services anticipates construction to begin on February 10th, 2025 and end on May 15th, 2025.

Bids must be received no later than **02:00 pm, Tuesday, November 19, 2024**. 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 at meet.google.com/rom-ymbt-zxb and teleconference number (US) [+1 413-438-4530](tel:+14134384530) Pin: 787 306 494# at 3:00 pm on November 19, 2024.

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, November 04, 2024, 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, November 04, 2024, 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 Wednesday, October 30th, 2024 at 12:00pm at Honey Creek Resort at 12633 Resort Drive, Moravia, Iowa 52571. This meeting is not mandatory but is highly recommended.

Bidding Documents, including drawing sheets bearing the project name Honey Creek Lodge Building Automation System Improvements, Dated 09/20/2024 and the Project Manual prepared by Farnsworth Design Firm dated 09/20/2024, may be obtained from Rapids Reproductions by visiting www.rapidsrepro.com or by calling 515-251-3222 on Friday, October 18th, 2025.

For further information regarding this project contact:

Michael Bradbury – Issuing Officer

Phone: (515) 515-823-9327

E-Mail: construction.procurement@iowa.gov

END OF SECTION

SECTION 00 2113

INSTRUCTIONS TO BIDDERS

RFB #941800-00

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
- J. Commencement and Completion Date
- K. Site Visit
- L. Pre-bid Meeting
- 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
- V. Consideration of Bids
- W. Preference
- X. Qualifications
- Y. Insurance
- 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
- EE. Subcontracts
- FF. Project Manual/Drawings

1.02 PROJECT DESCRIPTION

- A. Project Description: DDC Control replacement including new front end network manager, graphics, and control replacement for various equipment.

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 – Michael Bradbury, State of Iowa, Department of Administrative Services, Hoover State Office Building, 3rd floor, 1305 East Walnut Street, Des Moines, IA 50319-0105, Phone: 515-823-9327; email: construction.procurement@iowa.gov
- B. OWNER REPRESENTATIVE: Scott Gustafson, State of Iowa, Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319, Phone: 515-725-1213; email: scott.gustafson@iowa.gov
- C. ON-SITE COORDINATOR: Nancy Bennett, Interim General Manager, Moravia, IA 52571, Phone: 641-724-1450; email: nancyb@hcriowa.net
- D. CONSTRUCTION MANAGER CONTACT: Noah Thelen, McGough Construction, 217 E 2nd Street, Suite 120, Des Moines, IA 50309, Phone: 515-954-6888; email: noah.thelen@mcgough.com
- E. DESIGN PROFESSIONAL CONTACT: Wade Ross, Farnsworth Group, 100 Walnut Street, Suite 200, Peoria, IL 61602, Phone: 309-429-6398; email: wross@f-w.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) (Required)
 - 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

Show

Opening or Closing Soon

Go to Public Opportunities

Event Number	Status	Event Title	Dates	Action
RFB923700-02	Open	Hoover East Side Pavers	Open: 4/27/2022 12:00:00 PM CDT Close: 5/5/2022 12:00:00 PM CDT	View Event

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).

PRODUCER Agent's Name Agent's Address	CONTACT NAME: Agent's Information	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Trade Contractor's Name Trade Contractor's Mailing Address	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Company A (AM Best Rated A/VI or Better)	NAIC # Admitted
	INSURER B:	Carriers
	INSURER C:	
	INSURER D:	
INSURER E:		
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/D	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)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/PROP AGG	\$ 1,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	X X	#TBD-AL	3/1/17	3/1/18	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS						\$
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 RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A X	#TBD-WC	3/1/17	3/1/18	PER STATUTE	\$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
* E	Owners Contractors Protective Liability		#TBD-OCF	3/1/17	3/1/18	*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)
109 SE 13th Street
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.

AUTHORIZED REPRESENTATIVE

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 – 11/20/2024
- B. Anticipated Date of Commencement – 02/10/2025
- C. Substantial Completion by – 04/17/2025

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Activity ID	Activity Name	Original Duration	Start	Finish	2024				2025						
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
State of Iowa DAS - DNR HCR BAS Improvements		173	05-Sep-24	15-May-25											
Pre Construction		60	05-Sep-24	27-Nov-24											
PRECON 1020	100% Drawings & Design Documents	15	05-Sep-24	25-Sep-24											
PRECON 1030	Front End Specs	15	26-Sep-24	16-Oct-24											
PRECON 1000	Contract Bidding	20	17-Oct-24	13-Nov-24											
PRECON 1010	Award Contractor/Execute Contracts	10	14-Nov-24	27-Nov-24											
Procurement		45	02-Dec-24	07-Feb-25											
SAP 1000	Prepare Controls Submittals	10	02-Dec-24	13-Dec-24											
SAP 1010	A/E Review/Approve Controls	10	16-Dec-24	03-Jan-25											
SAP 1020	Procure Controls Material/Products	25	06-Jan-25	07-Feb-25											
Construction		43	10-Feb-25	09-Apr-25											
Lower Level		19	10-Feb-25	06-Mar-25											
LL 1000	Moblization	1	10-Feb-25	10-Feb-25											
LL 1010	Replace and Wire Thermostats (Lodge Room)	10	11-Feb-25	24-Feb-25											
LL 1020	Replace DDC Controller (Electrical Room)	5	11-Feb-25	17-Feb-25											
LL 1030	Replace Motorized Damper Actuators (Laundry)	3	18-Feb-25	20-Feb-25											
LL 1070	Replace Existing Controls ERV & Thermostat (Mechanical Room)	3	18-Feb-25	20-Feb-25											
LL 1040	Pool Room Exhaust Motorized Damper Actuator Replacement	5	21-Feb-25	27-Feb-25											
LL 1060	Touch Up Paint & Patch at Thermostats	2	25-Feb-25	26-Feb-25											
LL 1050	Install New Pool Room Controls (Pool Equipment)	5	28-Feb-25	06-Mar-25											
First Floor		23	21-Feb-25	25-Mar-25											
L1 1010	Replace Thermostats Heat Pump & Wire (Mechanical Room)	5	21-Feb-25	27-Feb-25											
L1 1000	Replace Thermostats (Lodge Room)	10	25-Feb-25	10-Mar-25											
L1 1020	Install New Controls & Sensors Water Pumps (Mechanical Room)	3	28-Feb-25	04-Mar-25											
L1 1030	Replace Thermostats & Wire for Heat Pump (Dinning & Event Hall)	10	28-Feb-25	13-Mar-25											
L1 1060	Touch Up Paint	2	11-Mar-25	12-Mar-25											
L1 1040	Replace Controls for Rooftop Unit (Kitchen Hood)	3	14-Mar-25	18-Mar-25											
L1 1050	Revise Control Sequence (Heat Pumps & Loops)	5	19-Mar-25	25-Mar-25											
Second Floor		24	21-Feb-25	26-Mar-25											
L2 1010	Replace Controls ERV (Mechanical Room)	5	21-Feb-25	27-Feb-25											
L2 1020	Replace and Re-Wire Thermostat Heat Pump (Mechanical Room)	5	28-Feb-25	06-Mar-25											
L2 1000	Replace and Wire Thermostats (Lodge Rooms)	10	11-Mar-25	24-Mar-25											
L2 1030	Touch Up Paint	2	25-Mar-25	26-Mar-25											
Third Floor		12	25-Mar-25	09-Apr-25											
L3 1000	Replace and Wire Thermostats (Lodge Rooms)	10	25-Mar-25	07-Apr-25											
L3 1010	Touch Up Paint	2	08-Apr-25	09-Apr-25											
Closeout		25	10-Apr-25	15-May-25											
CLOSE 1010	Punchlist	5	10-Apr-25	16-Apr-25											
CLOSE 1000	Final Clean	5	17-Apr-25	24-Apr-25											
CLOSE 1020	Obtain Substantial Completion Certificate	0	17-Apr-25	17-Apr-25											
CLOSE 1030	Final Completion	20	17-Apr-25	15-May-25											

**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. 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 #941800-00

BID FORM for CONSTRUCTION CONTRACT
for
Honey Creek Resort
12633 Resort Drive, Moravia, Iowa
Project 9418.00

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 September 20, 2024, 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: All material, labor and equipment associated with all work shown on the contract documents complete including the plans and specifications.

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
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.

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").

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 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.

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 Obligor in the maximum amount of _____ Dollars (\$ _____) (the "Bond Sum"). The Constructor and Surety hereby bind themselves, their heirs, executors,

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 260 • PERFORMANCE 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.

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.

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.

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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: Honey Creek Resort, 12633 Resort Drive, Moravia, Iowa 52571
- B. DAS Project #: 9418.00
- 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: Scott Gustafson, Iowa Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319
- E. Construction Manager: Noah Thelen, McGough Construction, 217 E 2nd Street, Des Moines, Iowa 50309

1.03 PROJECT SUMMARY

- A. The project includes DDC Control replacement including new front end network manager, graphics, and control replacement for various equipment.
- B. Target date to provide substantial completion is April 17th, 2025

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. Contractor shall maintain an accurate set of As-Built Drawings throughout the duration of the project and submit to the Construction Manager at the completion of the project. Contractor to show accurate wire paths and device addresses.

1.05 WORK HOUR RESTRICTIONS

- A. Work hours are from 07:00 AM to 05:00 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. Hot Work Permit Processes and Fire Watch, when necessary, will be adhered to for this project.
- C. All State properties are tobacco free. No smoking will be permitted or tolerated on campus unless in designated areas.
- D. No drugs, alcohol, or firearms are allowed on the work site.
- E. Do not leave money, drugs, alcohol, or firearms in your personal vehicle.
- F. Company and personal vehicles are to be parked and locked in designated or authorized area of the work.
- G. Secure all tools at the end of the day.
- H. Maintain control of all tools, supplies, and debris at all times during the work.

- I. 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.
- J. Do not give anything to residents or take anything from residents; if they offer, inform your supervisor.
- K. 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.
- L. During an emergency, follow the instructions of the security staff.

1.09 BID PACKAGE INSTRUCTIONS

- A. **Bid Package #01** – Building Automation System Improvements: Trade Contractor shall include all the following, but not limited to, as part of the contract:
 - 1. All work on the contract documents complete; material and labor including all freight, unloading and installation for a complete scope.
 - 2. Includes specification: All of Divisions 00,01, and 23
 - 3. Ceiling tile replacement due to damage from work above ceiling is limited to 10% of owner stock. Additional tile replacement above this will need to be included.
 - 4. Work inside Hotel rooms will be limited, Resort can block out rooms one floor at a time to complete proposed work and proper notice and coordination will need to take place.
 - 5. Commissioning Services will be provided by the Owner, planning and coordination with commissioning agent will be needed by associated trade contractors.

PART 2 - PRODUCTS – NOT USED
PART 3 - EXECUTION – NOT USED

END OF SECTION

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

SUBSTITUTION REQUEST FORM

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____

History: ☐ New product ☐ 2-5 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data prepared by contractor and attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Supporting Data Attached:

☐ Drawings

☐ Product Data

**SUBSTITUTION REQUEST FORM
(Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
 - Same warranty will be furnished for proposed substitution as for specified product.
 - Same maintenance service and source of replacement parts, as applicable, is available.
 - Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
 - Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
 - Proposed substitution does not affect dimensions and functional clearances.
 - Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
 - Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
-

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 3300.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 3300.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: _____ ☐ Contractor ☐ Subcontractor

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 Contactor 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 30th of any year needs to be submitted by July 15th 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 5% of the value of the work performed. Upon substantial completion for the entire work, a sum sufficient to decrease the total retained to 5% 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)

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 Procure:
 - 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.

END OF SECTION

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

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. Barriers
- I. 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 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.

3.03 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 01 9113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 GENERAL

1.1. SUMMARY

- A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
 - 1) Verify that the work is installed in accordance with Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Prefunctional Checklists executed by Contractor are utilized to achieve this.
 - 2) Verify and document that functional performance is in accordance with Contract Documents: Functional Tests executed by Contractor and witnessed by the Commissioning Authority are utilized to achieve this.
 - 3) Verify that operation and maintenance manuals submitted to Owner are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
 - 4) Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.
- B. The Commissioning Authority directs and coordinates all commissioning activities; this section describes some but not all of the Commissioning Authority's responsibilities.
- C. The Commissioning Authority is employed by Owner.

1.2. SCOPE OF COMMISSIONING

- A. The following are to be commissioned:
- B. HVAC System, including:
 - 1) Major and minor equipment items.
 - 2) Control system.
- C. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.3. RELATED REQUIREMENTS

- A. Section 01 7800 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.
- B. Section 23 0800 - Commissioning of HVAC: HVAC control system testing; other requirements.

1.4. REFERENCE STANDARDS

- A. ASHRAE Std 202 - Commissioning Process for Buildings and Systems; 2013.
- B. NEBB S110 - Whole Building Technical Commissioning Of New Construction; 2018.

1.5. SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures; except:
 - 1) Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, unless they require review by Architect; in that case, submit to Architect first.
 - 2) Submit one copy to the Commissioning Authority, not to be returned.
 - 3) Make commissioning submittals on time schedule specified by Commissioning Authority.
 - 4) Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of Prefunctional Checklists or Functional Test requirements; submit in editable electronic format, Microsoft Word 2010 preferred.
 - 5) As soon as possible after submittals made to Architect are approved, submit copy of approved submittal to the Commissioning Authority.
- B. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.
- C. Product Data: If submittals to Architect do not include the following, submit copies as soon as possible:
 - 1) Manufacturer's product data, cut sheets, and shop drawings.
 - 2) Manufacturer's installation instructions.
 - 3) Startup, operating, and troubleshooting procedures.
 - 4) Fan and pump curves.
 - 5) Factory test reports.
 - 6) Warranty information, including details of Owner's responsibilities in regard to keeping warranties in force.
- D. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.
- E. Startup Plans and Reports.
- F. Completed Prefunctional Checklists.
- G. Commissioning Issues Log:
 - 1) Construction observations.
 - 2) Supporting photographs.

PART 2 PRODUCTS

2.1. TEST EQUIPMENT

- A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of Owner.
- B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
 - 1) Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F and resolution of plus/minus 0.1 degree F.
 - 2) Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
 - 3) Calibration: According to the manufacturer's recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.
- C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.
- D. Dataloggers: Independent equipment and software for monitoring flows, currents, status, pressures, etc. of equipment.
 - 1) Dataloggers required to for Functional Tests will be provided by the Commissioning Authority and will not become the property of Owner.

PART 3 EXECUTION

3.1. COMMISSIONING PLAN

- A. Commissioning Authority has prepared the Commissioning Plan.
 - 1) Attend meetings called by the Commissioning Authority for purposes of completing the commissioning plan.
 - 2) Require attendance and participation of relevant subcontractors, installers, suppliers, and manufacturer representatives.
- B. Contractor is responsible for compliance with the Commissioning Plan.
- C. Commissioning Plan: The commissioning schedule, procedures, and coordination requirements for all parties in the commissioning process.
- D. Commissioning Schedule:
 - 1) Submit anticipated dates of startup of each item of equipment and system to Commissioning Authority within 60 days after award of Contract.

- 2) Re-submit anticipated startup dates monthly, but not less than 4 weeks prior to startup.
- 3) Prefunctional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
- 4) Provide sufficient notice to Commissioning Authority for delivery of relevant Checklists and Functional Test procedures, to avoid delay.

3.2. STARTUP PLANS AND REPORTS

- A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 8 weeks prior to startup.
- B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.
- C. Submit directly to the Commissioning Authority.

3.3. PREFUNCTIONAL CHECKLISTS

- A. A Prefunctional Checklist is required to be filled out for each item of equipment or other assembly specified to be commissioned.
 - 1) No sampling of identical or near-identical items is allowed.
 - 2) These checklists do not replace manufacturers' recommended startup checklists, regardless of apparent redundancy.
 - 3) Prefunctional Checklist forms will not be complete until after award of the contract; the following types of information will be gathered via the completed Checklist forms:
 - a. Certification by installing contractor that the unit is properly installed, started up, and operating and ready for Functional Testing.
 - b. Confirmation of receipt of each shop drawing and commissioning submittal specified, itemized by unit.
 - c. Manufacturer, model number, and relevant capacity information; list information "as specified," "as submitted," and "as installed."
 - d. Serial number of installed unit.
 - e. List of inspections to be conducted to document proper installation prior to startup and Functional Testing; these will be primarily static inspections and procedures; for equipment and systems may include normal manufacturer's start-up checklist items and minor testing.
 - f. Sensor and actuator calibration information.
- B. Contractor is responsible for filling out Prefunctional Checklists, after completion of installation and before startup; witnessing by the Commissioning Authority is not required unless otherwise specified.

- 1) Each line item without deficiency is to be witnessed, initialed, and dated by the actual witness; checklists are not complete until all line items are initialed and dated complete without deficiencies.
- 2) Checklists with incomplete items may be submitted for approval provided the Contractor attests that incomplete items do not preclude the performance of safe and reliable Functional Testing; re-submission of the Checklist is required upon completion of remaining items.
- 3) Individual Checklists may contain line items that are the responsibility of more than one installer; Contractor shall assign responsibility to appropriate installers or subcontractors, with identification recorded on the form.
- 4) If any Checklist line item is not relevant, record reasons on the form.
- 5) Contractor may independently perform startup inspections and/or tests, at Contractor's option.
- 6) Regardless of these reporting requirements, Contractor is responsible for correct startup and operation.
- 7) Submit completed Checklists to Commissioning Authority within two days of completion.

C. Commissioning Authority is responsible for furnishing the Prefunctional Checklists to Contractor.

- 1) Initial Drafts: Contractor is responsible for initial draft of Prefunctional Checklist where so indicated in Contract Documents.
- 2) Provide all additional information requested by Commissioning Authority to aid in preparation of checklists, such as shop drawing submittals, manufacturers' startup checklists, and O&M data.
- 3) Commissioning Authority may add any relevant items deemed necessary regardless of whether they are explicitly mentioned in Contract Documents or not.
- 4) When asked to review the proposed Checklists, do so in a timely manner.

D. Commissioning Authority Witnessing: Required for:

- 1) Each piece of primary equipment, unless sampling of multiple similar units is allowed by the commissioning plan.
- 2) A sampling of non-primary equipment, as allowed by the commissioning plan.

E. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.

- 1) If difficulty in correction would delay progress, report deficiency to the Commissioning Authority immediately.

3.4. FUNCTIONAL TESTS

- A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test

procedures.

- B. Contractor is responsible for execution of required Functional Tests, after completion of Prefunctional Checklist and before closeout.
- C. Commissioning Authority is responsible for witnessing and reporting results of Functional Tests, including preparation and completion of forms for that purpose.
- D. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to Owner; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
 - 1) Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with Contract Documents or does not perform properly.
 - 2) When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.
 - 3) Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.
 - 4) Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing.
 - 5) Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing if the test failed due to failure to execute the relevant Prefunctional Checklist correctly; if the test failed for reasons that would not have been identified in the Prefunctional Checklist process, Contractor shall bear the cost of the second and subsequent re-tests.
- E. Functional Test Procedures:
 - 1) Some test procedures are included in Contract Documents; where Functional Test procedures are not included in Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
 - 2) Examples of Functional Testing:
 - a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
 - b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.

- c. Systems are run through all the HVAC control system's sequences of operation and components are verified to be responding as the sequence's state.
 - d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.
- F. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

3.5. SENSOR AND ACTUATOR CALIBRATION

- A. Calibrate all field-installed temperature, relative humidity, carbon monoxide, carbon dioxide, and pressure sensors and gauges, and all actuators (dampers and valves) on this piece of equipment shall be calibrated. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated.
- B. Calibrate using the methods described below; alternate methods may be used, if approved by Commissioning Authority and Owner beforehand. See PART 2 for test instrument requirements. Record methods used on the relevant Prefunctional Checklist or other suitable forms, documenting initial, intermediate and final results.
- C. All Sensors:
 - 1) Verify that sensor location is appropriate and away from potential causes of erratic operation.
 - 2) Verify that sensors with shielded cable are grounded only at one end.
 - 3) For sensor pairs that are used to determine a temperature or pressure difference, for temperature make sure they are reading within 0.2 degree F of each other, and for pressure, within tolerance equal to 2 percent of the reading, of each other.
 - 4) Tolerances for critical applications may be tighter.
- D. Sensors Without Transmitters - Standard Application:
 - 1) Make a reading with a calibrated test instrument within 6 inches of the site sensor.
 - 2) Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
 - 3) If not, install offset, calibrate or replace sensor.
- E. Sensors With Transmitters - Standard Application.
 - 1) Disconnect sensor.
 - 2) Connect a signal generator in place of sensor.
 - 3) Connect ammeter in series between transmitter and building automation system control panel.

- 4) Using manufacturer's resistance-temperature data, simulate minimum desired temperature.
- 5) Adjust transmitter potentiometer zero until 4 mA is read by the ammeter.
- 6) Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the building automation system.
- 7) Record all values and recalibrate controller as necessary to comply with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction.
- 8) Reconnect sensor.
- 9) Make a reading with a calibrated test instrument within 6 inches of the site sensor.
- 10) Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
- 11) If not, replace sensor and repeat.
- 12) For pressure sensors, perform a similar process with a suitable signal generator.

F. Sensor Tolerances for Standard Applications: Plus/minus the following maximums:

- 1) Watthour, Voltage, Amperage: 1 percent of design.
- 2) Pressure, Air, Water, Gas: 3 percent of design.
- 3) Air Temperatures (Outside Air, Space Air, Duct Air): 0.4 degrees F.
- 4) Relative Humidity: 4 percent of design.
- 5) Barometric Pressure: 0.1 inch of Hg.
- 6) Flow Rate, Air: 10 percent of design.
- 7) Flow Rate, Water: 4 percent of design.
- 8) AHU Wet Bulb and Dew Point: 2.0 degrees F.

G. Critical Applications: For some applications more rigorous calibration techniques may be required for selected sensors. Describe any such methods used on an attached sheet.

H. Valve/Damper Stroke Setup and Check:

- 1) For all valve/damper actuator positions checked, verify the actual position against the control system readout.
- 2) Set pump/fan to normal operating mode.
- 3) Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.

- 4) Command valve/damper to open; verify position is full open and adjust output signal as required.
- 5) Command valve/damper to a few intermediate positions.
- 6) If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).

I. Isolation Valve or System Valve Leak Check: For valves not associated with coils.

- 1) With full pressure in the system, command valve closed.
- 2) Use an ultra-sonic flow meter to detect flow or leakage.

3.6. TEST PROCEDURES - GENERAL

- A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
- B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.
- C. Sampling: Where Functional Testing of fewer than the total number of multiple identical or near-identical items is explicitly permitted, perform sampling as follows:
 - 1) Identical Units: Defined as units with same application and sequence of operation; only minor size or capacity difference.
 - 2) Sampling is not allowed for:
 - a. Major equipment.
 - b. Life-safety-critical equipment.
 - c. Prefunctional Checklist execution.
 - 3) XX = the percent of the group of identical equipment to be included in each sample; defined for specific type of equipment.
 - 4) YY = the percent of the sample that if failed will require another sample to be tested; defined for specific type of equipment.
 - 5) Randomly test at least XX percent of each group of identical equipment, but not less than three units. This constitutes the "first sample."
 - 6) If YY percent of the units in the first sample fail, test another XX percent of the remaining identical units.
 - 7) If YY percent of the units in the second sample fail, test all remaining identical units.
 - 8) If frequent failures occur, resulting in more troubleshooting than testing, the Commissioning Authority may stop the testing and require Contractor to perform and document a checkout of the remaining units prior to continuing testing.

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- D. Manual Testing: Use hand-held instruments, immediate control system readouts, or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the “observation”).
- E. Simulating Conditions: Artificially create the necessary condition for the purpose of testing the response of a system; for example apply hot air to a space sensor using a hair dryer to see the response in a VAV box.
- F. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.
- G. Over-Writing Values: Change the sensor value known to the control system in the control system to see the response of the system; for example, change the outside air temperature value from 50 degrees F to 75 degrees F to verify economizer operation.
- H. Indirect Indicators: Remote indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100 percent closed, are considered indirect indicators.
- I. Monitoring: Record parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of the relevant control systems; where monitoring of specific points is called for in Functional Test Procedures:
 - 1) All points that are monitored by the relevant control system shall be trended by Contractor; at the Commissioning Authority’s request, Contractor shall trend up to 20 percent more points than specified at no extra charge.
 - 2) Other points will be monitored by the Commissioning Authority using dataloggers.
 - 3) At the option of the Commissioning Authority, some control system monitoring may be replaced with datalogger monitoring.
 - 4) Provide hard copies of monitored data in columnar format with time down left column and at least 5 columns of point values on same page.
 - 5) Graphical output is desirable and is required for all output if the system can produce it.
 - 6) Monitoring may be used to augment manual testing.

3.7. OPERATION AND MAINTENANCE MANUALS

- A. See Section 01 7800 - Closeout Submittals for additional requirements.
- B. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
- C. Commissioning Authority will add commissioning records to manuals after submission to Owner.

END OF SECTION

SECTION 23 0010 - MECHANICAL GENERAL REQUIREMENTS

PART 1 GENERAL

1.1. GENERAL

- A. All work under this section shall comply with the contract requirements noted on the architectural drawings and/or specifications and shall include all mechanical sections specified herein. All work under this section shall comply with the contract requirements noted on architectural drawings and specifications general requirements.
- B. All cavity spaces between ceiling and structure (plenum spaces) are to be considered return air plenums and all material installed in plenum shall be rated and UL listed for return air plenums.
- C. Mechanical contractor shall schedule start-up session to start HVAC equipment. Schedule one full day of start-up at least two weeks prior to substantial completion.

1.2. RELATED REQUIREMENTS

- A. Section 01 9113 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.

1.3. WORK INCLUDED

- A. Provide all labor, materials, equipment and tools required for completely finished and operational HVAC and mechanical systems to fulfill the design intent shown on the documents.
- B. Work shall be of the finest quality of construction, materials and workmanship.
- C. Install equipment in accordance with manufacturer recommendations.
- D. Section 01 91 13 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.
 - 1) Commissioning agent is engaged to document the completion of the mechanical, life safety, and building control systems for the project. Section defines the role of each member of the commissioning team.
 - 2) Comply with the requirements of Division 1 for the commissioning of the various building systems.
- E. The plans are diagrammatic and generally show the locations of fixtures, equipment, ductwork and piping and shall not be scaled. Provide all offsets, fittings and components required for a complete system even if not explicitly called out on the drawings.

1.4. COORDINATION AND VERIFICATION

- A. Refer to the architectural interior details, floor plans, elevations and other contract drawings as well as existing structural, mechanical, fire protection, electrical systems and other existing conditions. Coordinate work with that of the other trades to avoid interference.
- B. All dimensions and existing conditions shall be field verified prior to the commencement of the work.
- C. Contract Documents:

- 1) General: The Contract Documents are diagrammatic, showing certain physical relationships which must be established within the mechanical work and its interface with other work. Such establishment is the exclusive responsibility of the Contractor. Drawings shall not be scaled for the purpose of establishing material quantities.
- 2) When electronic CAD files or building information modeling (BIM) files have been provided to the contractor, the contractor shall only consider the files as design to only show the intent of the design. The contractor shall be responsible for the Coordination drawings based on the design.
- 3) Work out all “tight” conditions in advance of installation. If necessary, and before work proceeds in those areas, prepare coordination drawings showing all work in congested areas. Provide additional work necessary to overcome congested conditions at no increase in contract sum or schedule.
- 4) Clearly indicate solutions to space problems. Identification of space problems without solutions is not acceptable. Only areas clearly identified will be reviewed.
- 5) Acceptance by the Architect/Engineer does not imply acceptance of any deviations from contract documents requirements or acceptance of uncoordinated work. Review is for general conformance to the design concept and general compliance with the information given in the contract documents.
- 6) Locate equipment requiring periodic servicing so that it is readily accessible. Provide means of service access, following appropriate manufacturer's recommended service clearance space or, as applicable, means of access using duct, wall, or ceiling access doors.
- 7) Supplemental Instructions: The exact location for some items in this Specification may not be shown on the Drawings. The location of such items may be established by the Engineer during the progress of the work.
- 8) If prevented by project conditions, prepare drawings showing proposed rearrangement of Work, including changes to Work specified in other sections. Obtain permission of Architect before proceeding.
- 9) Discrepancies:
 - a. Examine Drawings and Specifications.
 - b. Report any discrepancies to the Architect and obtain written instructions before proceeding.
 - c. Should there be a conflict within or between the Specifications or Drawings, the more stringent or higher quality requirements shall apply.
 - d. Items called for in either specifications or drawings shall be required as if called for in both.
 - e. Be responsible for providing proper documentation of equipment product data and shop drawings to all entities providing service.

1.5. UTILITY DISRUPTIONS

- A. Existing buildings and their facilities must remain functional while the Work under this Contract is performed. All system shutdowns and outages must be minimized, provided with temporary heating or cooling systems as part of the base bid and coordinated with the Owner.
- B. Cause as little interference or interruption of existing utilities and services as possible. Schedule work which will cause interference or interruption a minimum of two weeks in advance with Owner, authorities having jurisdiction, and all affected trades.
- C. The Contractor shall provide temporary or new services to all existing facilities and utility streams as required to maintain their proper operation when normal services are disrupted as a result of the work being accomplished under this project.
- D. The time allowed for outages will not be during normal working hours unless otherwise approved by the Owner. All costs of outages, including any overtime charges for night and weekend work, and temporary systems shall be included in the contract amount.

1.6. CODES, REGULATIONS, FEES, PERMITS

- A. Conform to the codes in force at the time of construction in the jurisdiction of the project.
- B. Call for inspections from the authority having jurisdiction. If discrepancies exist between the contract documents and the local requirements, the more stringent shall apply.
- C. Contractor shall obtain all required permits prior to the start of the project.
- D. Post permits as required.
- E. Contractor shall pay all permit fees, tap fees and inspection fees. Owner shall pay any required development fees.

1.7. PROTECTION

A. People

- 1) Comply with all applicable health and safety regulations. Set barricades and signs as necessary to minimize hazards for building occupants and trades.
- 2) Equipment, materials or other potential hazards to the public and working occupants of the building shall not be left overnight outside of the designated working or construction areas.

B. Work

- 1) Take all necessary measure to protect the work during and after installation to ensure that it will be unblemished, undamaged and clean when turned over to the owner.

C. Mechanical Systems

- 1) During periods of excessive dust generation such as drywall sanding, seal off return and exhaust openings and grilles to prevent dust from accumulating in ductwork.

- 2) If outside air source contains less dust than building air, adjust A/C unit dampers to operate with as much outside air as possible without causing a freezing condition for coil or exceeding capacity of coil to adequately condition supply air.
- 3) Do not operate any air handling unit without all temporary construction filters, and scheduled filters, pre and final, installed.

D. Equipment and Materials

- 1) Deliver equipment in its original unbroken package to prevent damage or entrance of foreign matter. Perform all handling and shipping in accordance with manufacturer's recommendations. Provide protective coverings during construction. Identifying labels intact and legible.
- 2) Immediately upon delivery, identify and inspect materials and equipment delivered to Site to assure compliance with Contract Documents, approved submittals and reviewed Shop Drawings.
- 3) Protect from loss, damage, dust, water, etc., until notice of completion has been filed. Promptly replace lost, damaged or defective materials and equipment with new at no increase in Contract Sum. Remove damaged or defective materials from site.
- 4) Do not store equipment or materials outdoors unprotected. Remove improperly stored equipment and materials from site. Contractor shall provide storage in appropriate enclosed warehouse as required at contractors expense.
- 5) Ductwork and piping shall be delivered to site with ends sealed. Seal shall remain in place until installed. Provide seal on end of all open ductwork and piping at end of day.
- 6) Refer to Division 1 for additional requirements.

1.8. CUTTING AND PATCHING

- A. Cut and patch as necessary for the installation of the materials and equipment. Coordinate patching with the architectural contractor.
- B. Do not cut any structural members without prior approval from the architect or structural engineer.

1.9. OPERATION AND MAINTENANCE MANUAL

- A. Refer to Division 01 for O&M Manual requirements. Provide most stringent between items noted below and in Division 1. If there are no requirements in Division 1, the requirements below shall apply.
- B. Upon substantial completion of the work, submit one O&M Manual to the engineer for review and comment. Respond to comments and submit a total of 3 copies of the O&M Manual to the architect upon project completion.
- C. Manual shall be in a 3-ring binder with edge and front labels. Include a table of contents and include:
 - 1) Final approved submittals indicating all model numbers, serial numbers, cut sheets, and all performance criteria on furnished equipment
 - 2) Installation, Operation and Maintenance Instructions

- 3) Parts Lists
 - 4) Test and Balance Report
 - 5) Certificates of Inspection
 - 6) Executed Warranties
- D. Provide PDF format copy of O&M manual as noted above. PDF shall be bookmarked with titles per specification section and per piece of equipment within each section.

1.10. WARRANTIES

- A. Provide a one year warranty on all mechanical work installed under contract. Provide an additional 4 year warranty for all refrigerant compressors installed.
- B. Include executed warranties in O&M Manual.
- C. Warranty shall include parts, labor, and shipping and shall cover any damage caused by failures in the covered mechanical systems.

1.11. RECORD DRAWINGS

- A. Refer to Division 01 for requirements. At a minimum comply with the following requirements.
- B. Maintain a set of redlined drawings at the jobsite with all changes to the Contract Documents, whether generated by addenda, change orders, or field conditions, and dimensioned locations of underground utilities. Maintain a daily record of these changes and keep current set of drawings showing these changes. Submit set of redlined drawings to the owner at project close-out.. Record changes and locations of installed systems drawn to scale and fully dimensioned, and as specified in Division 1, but a minimum of:
 - 1) Work concealed behind or within other work, in an inaccessible arrangement.
 - 2) Revised sequences of operation, point to point information and graphics.
 - 3) Revised sensor locations and locations of any controllers.
 - 4) Concealed control system devices and sensors.
- C. Provide record drawings that illustrate the work of Division 23 as finally constructed. Deliver record drawings to the Architect in reproducible hard copy, Auto CAD or Revit format and PDF format on CD Rom, DVD, or Flash Drive. Also provide PDF format electronic copies of permit set with all revisions and RFI responses noted. Set shall include all architectural, structural, civil, mechanical, electrical, plumbing, low voltage, and food service and all other vendors issued with the project. Provide PDF format of full specification set with all revisions and RFI responses noted. All PDF sets shall be bookmarked per phase, division and per drawing or specification section. A change log shall be provided listing each drawing and specification section and all drawing and specification issues including all addendums, clarifications, RFIs and change orders. Log shall indicate the most current version of each drawing and specification section.
- D. Deliver record drawings to Architect within 30 days of Substantial Completion.

1.12. DEMONSTRATION

- A. Provide factory trained personnel to instruct operating staff in maintenance and adjustment and operation of mechanical equipment. Provide instruction during regular work hours prior to acceptance and turn over to operating staff. Scheduling of training shall be at owner's direction. Use operating and maintenance manual and updated as-constructed drawings for instruction purposes.
- B. Demonstrate normal start-up and shut-down, emergency shut-down and seasonal change over. Review operation of safety devices and control systems.
- C. Inspections and Tests:
 - 1) Arrange for all required inspections and tests.
 - 2) Pay all charges.
 - 3) Notify Architect / Engineer two (2) business days before tests.
 - 4) Submit one copy for Owner's records of permits, licenses, inspection reports and test reports.

PART 2 PRODUCTS

2.1. SUBMITTALS

- A. Coordinate submittals 3 weeks (min.) prior to expected order date so that work will not be delayed by submittals.
- B. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.
- C. Submittals from subcontractors and equipment suppliers are to be carefully checked by the Contractor for space requirements and conformance to the Drawings and Specifications. These submittals shall be so noted by the Contractor prior to forwarding to the Architect/Engineer for checking. No deviations from the Drawings and Specifications will be allowed, recognized or considered unless brought to the attention of the Architect/Engineer at the time the submittals are submitted by the Contractor. Submittals not processed by the Contractor before forwarding to the Architect/Engineer for approval will be returned to the Contractor for his prior processing.
- D. Submittal is for information and record, unless otherwise indicated, and is not a change order request.
- E. Submitting Contractor is responsible for routing reviewed submittals to all parties affected including but not limited to electrical, structural, temperature control, and test and balance subcontractors.
- F. Submittals shall include catalog cut-sheets with submitted products and options clearly identified, written descriptions, and specification sheets detailing the associated product, item and assembly.
- G. No substitution for brands named in the Contract Documents will be considered unless written request has been submitted to the Engineer. Each such request shall include a complete description of the proposed substitute, drawings, cut sheets, performance and test data, and any other data or information necessary for complete evaluation. The burden of proving acceptability of a proposed product rests on the party submitting the request for approval. Request for product approval substitutions shall be submitted in writing to the Engineer a minimum of ten (10) working days in advance of the bid date.

- H. Shop drawings shall include details, installation drawings, assembly drawings, fabrication drawings, diagrams, and other information which show adaptation or installation of Contractor-furnished products or materials for overall project.
- I. The purpose of submittals and shop drawings is to ensure Contractor understands design requirements and demonstrates understanding by indicating and detailing intended materials, methods, and installation practices. Submittals and shop drawings are not a method of requesting substitutions or deviation from Specifications. If discrepancies between submittals, shop drawings, and Contract Documents are discovered either prior to or after submittals and shop drawings are reviewed, requirements of Contract Documents shall take precedence.
- J. Catalog numbers referenced throughout the Division 23 Drawings and Specifications are intended to convey a general understanding of the type and quality of the product required. Where written descriptions differ from information conveyed by a catalog number, the written description shall govern. No extra shall be allowed because a catalog number is found to be incomplete or obsolete.
- K. Group complete information of related systems, products, and accessories in a single submittal. If submitted as a hard copy, submittals shall be submitted in a three-ring binder, with separate sections for each type or category of equipment, with labeled tabs indicating the contents of the section. If submitted electronically, the submittal shall be in a PDF file with each section bookmarked with labels. Within each section, each sub item or equipment tag shall be bookmarked with a corresponding tag.
- L. In the front of each submittal binder, the Mechanical Contractor shall include a signed letter from the project Electrical Contractor indicating that the Electrical Contractor has reviewed the mechanical submittals and has verified that the equipment being submitted will conform to the design of the project electrical systems.
- M. After Architect/Engineer review, submittals and shop drawings will be returned together with Submittal Review Sheet which indicates comments on submittals and shop drawings and with specific actions such as "No Exception Taken", "Make Corrections Noted", "Rejected", and "Resubmit". Continue to resubmit submittals and shop drawings until "No Exception Taken" or "Make Corrections Noted-Resubmittal Not Required" action is indicated.
- N. Resubmittals will be reviewed for compliance with comment made on the original submittal only. Clearly identify replied-to comments with a resubmittal number and date. If any other changes are made that are not in reply to comments, clearly identify the changes. Indicate dates of previous submissions and submittal numbers. Direct specific attention to any changes made in addition to those made in reply to previous review comments.
- O. If more than two submittals (either for products, materials, shop drawings, record drawings, or test and balance reports) are made by the Contractor of basis of design, listed general equivalents or substitutions, the Owner reserves the right to charge the Contractor for subsequent reviews by their consultants at their consultants current published hourly rate. Such extra fees may be deducted from payments by the Owner to the Contractor.
- P. Refer to individual specification sections for submittal requirements. However, a minimum, shop drawings shall be submitted for each of the following items as applicable to the project:

- 1) Controls & Control Diagrams including Wiring Plans

2.2. ESCUTCHEONS

- A. Split-casting, cast-brass type with chrome finish, with concealed hinge and set screw with an ID to closely fit around pipe, tube and insulation of insulated piping and an OD that completely covers opening.

PART 3 EXECUTION

3.1. DEMOLITION

- A. The Contractor shall be responsible for loss or damage to the existing facilities caused by him and his workmen, and shall be responsible for repairing or replacing such loss or damage. The Contractor shall send proper notices, make necessary arrangements, and perform other services required for the care, protection and in-service maintenance of all mechanical services for the new and existing facilities. The Contractor shall erect temporary barricades, with necessary safety devices, as required to protect personnel from injury, removing all such temporary protection upon completion of the work.
- B. The Contractor shall modify, remove, and/or relocate all materials and items so indicated or as required by the installation of new facilities. All removals and/or dismantling shall be conducted in a manner as to produce maximum salvage. Survey the project with the Owner's Representative before demolition begins and determine all materials that the Owner specifically chooses to be salvaged. Pre-establish with the Owner locations where salvaged materials are to be stored. Salvage materials shall remain the property of the Owner, and shall be delivered to such destination as directed by the Owner. Materials and/or items scheduled for relocation and which are damaged during dismantling or reassembly operations shall be repaired and restored to good operative condition. The Contractor may, at his discretion and upon the approval of the Owner, substitute new materials and/or items of like design and quality in lieu of materials and/or items to be relocated.
- C. All items that are to be relocated shall be carefully removed in reverse to original assembly or placement and protected until relocated. The Contractor shall clean and repair and provide all new materials, fittings, and appurtenances required to complete the relocations and to restore to good operative order. All relocations shall be performed by workmen skilled in the work and in accordance with standard practice of the trades involved.
- D. When items scheduled for relocation are found to be in damaged condition before work has been started on dismantling, the Contractor shall call the attention of the Owner to such items and receive further instructions before removal. Items damaged in repositioning operations are the Contractor's responsibility and shall be repaired or replaced by the Contractor as approved by the Owner, at no additional cost to the Owner.
- E. Certain work during the demolition and alteration phase of construction may require overtime or nighttime shifts or temporary evacuation of the occupants. Coordinate times with the Owner. All overtime costs shall be part of the contract, including any Sunday work.
- F. Within the remodeled or alteration areas where existing ceilings are being removed and new ceilings are installed, all existing air devices, other ceiling mounted devices and their appurtenances shall be removed and reinstalled into the new ceiling, unless otherwise shown or specified.
- G. All existing air devices materials, equipment and appurtenances not included in the remodel or alteration areas are to remain in place and shall remain in service.
- H. Mechanical equipment and building systems equipment, and similar items which are to remain but which are served by controls, ductwork or piping that is disturbed by the remodeling work, shall be reconnected

in such a manner as to leave it in proper operating condition.

- I. Any salvageable equipment as determined by the Owner, shall be delivered to the Owner, and placed in storage at the location of his choice. All other debris shall be removed from the site immediately and recycled or disposed of legally.

3.2. INSTALLATION

- A. Execute work such that all components function together as a complete, workable system. Make slight alterations necessary to make adjustable parts fit with fixed parts. Execute work to contribute to efficiency of operation, accessibility, sightliness, and minimum maintenance clearances. Leave equipment properly adjusted and in working order.
- B. Verify dimensions indicated and report any error or inconsistency before commencing work.
- C. Coordinate work with other trades through the General Contractor so that equipment, especially in the ceiling, will fit to patterns of finished materials, and locate all elements to carry harmony of architectural design throughout the building. Coordinate work with other trades to avoid conflicts, especially in places where close, careful fitting is required. Coordination problems and field solutions must be approved through the General Contractor and the Architect/Engineer before proceeding with work.
- D. Conform and accommodate systems to the building structure, equipment and usage so that they do not interfere with the operation of any other system or operational part of the building.
- E. Preparation: Final installation of materials and equipment shall be based on actual dimensions and conditions at the job site. Field measure for materials or equipment requiring exact fit.
- F. Workmanship: Perform work in accordance with good commercial practice and all applicable trade standards, including current SMACNA standards. The finished appearance of the work shall be of equal importance with its mechanical efficiency.
- G. Clearances: The Subcontractors working under this Division shall be responsible for the sufficiency of the size of shafts and chases, and clearances in double partitions and hung ceilings for proper equipment installation. Cooperate with Contractors of other Divisions whose work is in the same space and advise the General Contractor of requirements. Such spaces and clearances shall be kept to the minimum size required.
 - 1) Install equipment, ductwork, piping and accessories:
 - a. Straight and true.
 - b. Aligned with other work and with general lines of the building.
 - c. Concealed in occupied spaces, unless noted otherwise.
 - d. Out-of-the-way with maximum passageway and headroom remaining in each space.
 - 2) Except as otherwise indicated, arrange mechanical services and overhead equipment to not obstruct windows, doors or other openings. Clearance shall be a minimum of:
 - a. 7'-6" headroom in mechanical spaces.
 - b. 9'-6" headroom in unfinished or shell spaces.

- H. Locate all equipment which must be serviced, operated or maintained in fully accessible positions. Equipment shall include, but not be limited to, valves, shock absorbers, traps, cleanouts, motors, controllers, switchgear, drain points, manual dampers, and smoke and fire dampers. If required for accessibility, the Contractor shall furnish access doors for this purpose, subject to the following:
 - 1) Access door shall be sized to permit removal of equipment, or 24"x24" if used for service only.
 - 2) Furnish doors to trades performing work in which they are to be installed. Group valves, devices and other equipment to permit use of minimum number of access doors.
 - 3) Doors shall be lockable and suitable for painting to match adjacent finishes.
- I. Minor deviations from the Drawings may be allowed to provide for better equipment accessibility. The General Contractor shall approve of any change prior to this Contractor making the change.
- J. Properly locate anchors, chases, recesses and openings required for the proper installation of the work. Arrange with the proper contractors for the building of anchors, etc., and for the leaving of the required chases, recesses and openings in sufficient time to be installed in the normal course of work. Install equipment and materials in accordance with manufacturer recommendations unless specifically indicated otherwise, or where local codes or regulations take precedence. This includes the performance of tests the manufacturer recommends. It is intended that anything, whether labor or materials, which is usually furnished as a part of any equipment specified and which is necessary for the best operation shall be furnished as a part of the contract without additional cost, whether or not shown or described.
- K. Anchor and secure all equipment to the building substrate and structure. Provide all supplemental steel, anchors and attachments as required to properly support and anchor materials in this division.
- L. Erect, install, and secure components in a structurally sound and appropriate manner.
- M. Where necessary, temporarily brace, shore, or otherwise support members until final connections are installed.
- N. Leave all temporary bracing, shoring, or other structural supports in place as long as practical for safety and to maintain proper alignment.
- O. Handle materials in a manner to prevent scratching, abrading, distortion, chipping, breaking, or other disfigurement.
- P. Conduct work in a manner to avoid injury or damage to previously placed work. Any work so impaired or damaged shall be replaced at no expense to Owner.
- Q. Fabricate and install materials true to line, plumb, and level.
- R. Leave finished surfaces smooth and flat, free from wrinkles, warps, scratches, dents, and other imperfections.
- S. Testing: See individual Specification sections in Division 23 for testing of mechanical work.
- T. Protection: Cover and seal ends of pipe and ductwork during construction to prevent entry of foreign material and moisture. Protect insulation against dirt, water, chemical or mechanical damage before, during and after installation. Protect fixtures and equipment against damage during mechanical work. All air handling equipment shall be fitted with all specified filters prior to any startup or operation. Provide additional sets of filters during construction as required to maintain cleanliness of system. Filter

to be as scheduled or at a minimum high-quality, 30% min. efficient pleated filters. The use of "construction filters" is NOT authorized. Failure to provide required filters will cause the contractor to provide, at their own cost, the services of an independent third party provider to clean and sterilize all contaminated duct systems.

- U. Scaffolding, Rigging and Hoisting: Provide all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises of any equipment and apparatus furnished; remove same from premises when no longer required.
- V. Wherever possible, arrange for the movement and positioning of equipment so that enclosing partitions, walls and roofs will not be delayed or need to be removed. Otherwise, advise General Contractor of opening requirements to be maintained for the subsequent entry of equipment.
- W. Materials and apparatus required for the work to be new, of first-class quality, and to be furnished, delivered, installed, connected and finished in every detail. Equipment shall be selected and arranged such that it fits properly into the building space provided. Where no specific kind or quality of material is given, a first-class standard article shall be furnished.
- X. Equipment start-up and adjustment of all HVAC equipment and water heaters shall be performed by certified factory representatives of the respective equipment manufacturer.
- Y. Furnish the services of an experienced superintendent, who will be constantly in charge of installation of the work, together with all skilled tradesmen, fitters, helpers and labor required to unload, transfer, erect, connect, adjust, start, operate and test each system.

3.3. HANGER AND SUPPORT INSTALLATION

- A. Hangers Exposed to View: Threaded rod and angle or channel supports. Coordinate with Engineer for required painting of exposed supports.

3.4. THROUGH PENETRATIONS

A. References:

- 1) ASTM E 814: Standard Test Methods for Fire Tests of Through-Penetration Firestops.
- 2) UL 1479 Standard for Fire Tests of Through-Penetration Firestops, including optional air leakage test.

B. Non-Rated Walls

- 1) All penetrations through concrete or masonry walls shall be sleeved with a steel standard weight pipe sleeve which shall be grouted in place. Closures shall be provided between the pipe and sleeve wherever an exterior wall or is penetrated. Use Link-Seal modular rubber seals as manufactured by Thunderline Corp., Wayne, Michigan.

C. Fire Resistance Rated Assemblies

- 1) Performance Requirements
 - a. Penetrations: Provide through-penetration firestop systems that are installed to resist the spread of fire, passage of smoke and other hot gases according to requirements indicated, to restore the original fire-resistance rating of assembly penetrated.

- 1) Install complete through penetration firestop systems that have been tested and are listed by recognized testing agencies per ASTM E 814 or UL 1479 fire tests in a configuration that is representative of site conditions.
- 2) F-Rated Systems: Install through-penetration firestop systems with F-ratings indicated, as determined per ASTM E 814 or UL 1479, but not less than the fire resistance rating of the assembly being penetrated.
- 3) T-Rated Systems: Install through-penetration firestop systems with T-ratings indicated, as well as F-ratings, as determined per ASTM E 814 or UL 1479, where required by the Building Code.
- 4) L-Rated Systems: Install through-penetration firestop systems with L-ratings as determined by UL 1479 and as required by the owner, architect or Authority Having Jurisdiction.
- 5) W-Rated Systems: Install through-penetration firestop systems meeting W-Rating Class 1 Requirements as determined by the UL Water Leakage Test for systems tested and listed in accordance with UL 1479 and as required by the owner, architect or Authority Having Jurisdiction.
- 6) For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.
- 7) For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.
- 2) Schedules
 - a. Unless otherwise noted on the drawings. Provide the fire stop systems or their approved equal as listed below:
 - 1) Metallic Pipe, Metallic Ductwork, Non-Metallic Pipe smaller than 2".
 - 2) a. 3M Fire Barrier Sealant CP 25WB+:
 - 3) b. Material Description: Intumescent latex/water based caulk
 - 4) c. Formulation: No-sag, non-halogen formula. Fast drying. Paintable
 - 5) d. Water Resistance: Provide water resistant seal
 - 6) Non-Metallic Pipe 2"-4"
 - 7) a. 3M Fire Barrier FS-195+ Wrap/Strip with 3M Fire Barrier RC-1 Restricting Collar:
 - 8) b. FS-195+ Material Description: One-part, organic/inorganic intumescent elastomeric strip with foil on one side.
 - 3) Installation of Through-Penetration Firestop Systems
 - a. General

- 1) Install through-penetration firestop systems to comply with "Performance Requirements" above and firestop systems manufacturer's written installation instructions and published drawings for products and applications indicated.
- 2) Install forming/damming/backing materials and other accessories of types required to support fill material during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop system.
- 3) Install fill materials for firestop systems by proven techniques to produce the following results:
 - 4) Fill voids and cavities formed by openings, forming materials, accessories and penetrating items as required to achieve the fire-resistance ratings indicated.
 - 5) Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - b. For fill materials that will remain exposed after completing work, finish to produce smooth, uniform surfaces that are flush with adjoining surfaces.
 - c. Watertight. Meets UL Water Leakage Test - Class 1 requirements for systems tested and listed in accordance with the criteria of ASTM E 814 (UL 1479) Standard Test Method for Fire Tests of Through-Penetration Fire Stops. W Rating - Class 1 requirements include a minimum water column exposure of 3 ft. for 72 hours prior to the standard time / temperature curve for the fire test.
- 4) Field Quality Control
 - a. Proceed with enclosing through-penetration firestop systems with other construction only after inspection and approval by Authority Having Jurisdiction.
 - b. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.

3.5. CLEANING

- A. Cleaning During Construction and Final Cleaning: Comply with General Requirements.
- B. Clean exposed surfaces of piping, hangers, ducts and other exposed items of grease, dirt or other foreign material. Clean and polish plumbing fixtures, fittings, and exposed plated piping. Leave clean and free from paint, grease, dirt, etc. Remove labels from exposed equipment. Carefully and thoroughly clean all items of equipment. If finishes have been damaged, refinish to original condition using factory-provided matching paint, and leave all equipment in proper working order and intended appearance. At the completion of the work, remove all rubbish, cleaning supplies and debris resulting from the operation and leave spaces clean and ready to use.
- C. Replace air filters in all equipment immediately prior to Owner's Date of Acceptance. Clean ducts, blowers and coils if units were operated without filters at any time during construction. Provide one (1) complete set of clean filters to Owner at project turnover.

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- D. Flush all piping systems free of foreign substances before installing valves or making final connections. Notify the Owner/Architect seven (7) days in advance of final flushing so that Owner/Architect may attend and verify the cleanliness of the pipe.

3.6. MECHANICAL SERVICE AND MAINTENANCE

- A. Include four (4) complete service and maintenance calls plus emergency calls spaced at reasonable intervals throughout one (1) year warranty period. During each maintenance call, technicians shall:
 - 1) Verify proper working order of safety devices on each piece of equipment.
 - 2) Check lubrication of all moving parts and lubricate as necessary.
 - 3) Adjust V-belt drives for proper belt tension.
 - 4) Verify proper operating temperatures, pressures, flows, etc. for each major piece of equipment.

END OF SECTION

SECTION 23 0593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.
- B. Commissioning activities.

1.2. RELATED REQUIREMENTS

- A. Section 01 9113 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.
- B. Section 23 0800 - Commissioning of HVAC.

1.3. REFERENCE STANDARDS

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition; 2016.
- B. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2008.
- C. NEBB (TAB) - Procedural Standards for Testing Adjusting and Balancing of Environmental Systems; 2015, Eighth Edition.
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing; 2002.

1.4. SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
 - 1) Submit to Architect.
 - 2) Submit to the Commissioning Authority.
 - 3) Include at least the following in the plan:
 - a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
 - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
 - c. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
 - d. Final test report forms to be used.
 - e. Procedures for formal deficiency reports, including scope, frequency and distribution.

- C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
- 1) Submit to the the Commissioning Authority within two weeks after completion of testing, adjusting, and balancing.
 - 2) Revise TAB plan to reflect actual procedures and submit as part of final report.
 - 3) Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
 - 4) Include actual instrument list, with manufacturer name, serial number, and date of calibration.
 - 5) Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
 - 6) Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.
 - 7) Include the following on the title page of each report:
 - a. Name of Testing, Adjusting, and Balancing Agency.
 - b. Address of Testing, Adjusting, and Balancing Agency.
 - c. Telephone number of Testing, Adjusting, and Balancing Agency.
 - d. Project name.
 - e. Project location.
 - f. Project Engineer.
 - g. Project Contractor.
 - h. Report date.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1. GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
- 1) AABC (NSTSB), AABC National Standards for Total System Balance.
 - 2) ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
 - 3) SMACNA (TAB).
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.

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- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
 - 1) Company specializing in the testing, adjusting, and balancing of systems specified in this section.

3.2. EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
 - 1) Systems are started and operating in a safe and normal condition.
 - 2) Final filters are clean and in place. If required, install temporary media in addition to final filters.
 - 3) Fans are rotating correctly.
 - 4) Air coil fins are cleaned and combed.
 - 5) Proper strainer baskets are clean and in place.
 - 6) Service and balance valves are open.

3.3. PREPARATION

3.4. ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.
- C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.5. RECORDING AND ADJUSTING

- A. Ensure recorded data represents actual measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.6. AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- G. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- H. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- I. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- J. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.

3.7. COMMISSIONING

- A. See Sections 01 9113 - General Commissioning Requirements and 23 0800 for additional requirements.
- B. Perform prerequisites prior to starting commissioning activities.
- C. Fill out Prefunctional Checklists for:
 - 1) Air side systems.
 - 2) Water side systems.
- D. Furnish to the Commissioning Authority, upon request, any data gathered but not shown in the final TAB report.
- E. In the presence of the Commissioning Authority, verify that:
 - 1) Final settings of all valves, splitters, dampers and other adjustment devices have been permanently marked.
 - 2) The air system is being controlled to the lowest possible static pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from fan to diffuser having all balancing dampers wide open and that during full cooling of all terminal units taking off downstream of the static pressure sensor, the terminal unit on the critical leg has its damper 90 percent or more open.

- 3) The water system is being controlled to the lowest possible pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from the pump to the coil having all balancing valves wide open and that during full cooling the cooling coil valve of that leg is 90 percent or more open.

3.8. SCOPE

A. Test, adjust, and balance the following:

- 1) Air Handling Units. ERV-2, ERV-3, ERV-4 and ERV-5
- 2) Heat pump - WTA-16

3.9. MINIMUM DATA TO BE REPORTED

A. Electric Motors:

- 1) Manufacturer.
- 2) HP/BHP.
- 3) Phase, voltage, amperage; nameplate, actual, no load.
- 4) RPM.
- 5) Service factor.

B. Cooling Coils:

- 1) Identification/number.
- 2) Location.
- 3) Air flow, design and actual.
- 4) Entering air DB temperature, design and actual.
- 5) Entering air WB temperature, design and actual.
- 6) Leaving air DB temperature, design and actual.
- 7) Leaving air WB temperature, design and actual.
- 8) Water flow, design and actual.
- 9) Water pressure drop, design and actual.
- 10) Entering water temperature, design and actual.
- 11) Leaving water temperature, design and actual.
- 12) Air pressure drop, design and actual.

C. Heating Coils:

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- 1) Identification/number.
- 2) Location.
- 3) Service.
- 4) Air flow, design and actual.
- 5) Water flow, design and actual.
- 6) Water pressure drop, design and actual.
- 7) Entering water temperature, design and actual.
- 8) Leaving water temperature, design and actual.
- 9) Entering air temperature, design and actual.
- 10) Leaving air temperature, design and actual.
- 11) Air pressure drop, design and actual.

END OF SECTION

SECTION 23 0800 - COMMISSIONING OF HVAC

PART 1 GENERAL

1.1. SUMMARY

- A. See Section 01 9113 - General Commissioning Requirements for overall objectives; comply with the requirements of Section 01 9113.
- B. This section covers the Contractor's responsibilities for commissioning; each subcontractor or installer responsible for the installation of a particular system or equipment item to be commissioned is responsible for the commissioning activities relating to that system or equipment item.
- C. The Commissioning Authority (CA) directs and coordinates all commissioning activities and provides Prefunctional Checklists and Functional Test Procedures for Contractor's use.
- D. The following HVAC equipment is to be commissioned, including commissioning activities for the following specific items:
 - 1) Control system.
 - 2) Existing ERV-2, ERV-3, ERV-4 and ERV-5
 - 3) Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.
- E. The Prefunctional Checklist and Functional Test requirements specified in this section are in addition to, not a substitute for, inspection or testing specified in other sections.

1.2. RELATED REQUIREMENTS

- A. Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.
- B. Section 23 0913 - Instrumentation and Control Devices for HVAC.
- C. Section 23 0923 - Direct-Digital Control System for HVAC.

1.3. REFERENCE STANDARDS

- A. ASHRAE Guideline 1.1 - The HVAC Commissioning Process; 2012.

1.4. SUBMITTALS

- A. Updated Submittals: Keep the Commissioning Authority informed of all changes to control system documentation made during programming and setup; revise and resubmit when substantial changes are made.
- B. Draft Prefunctional Checklists and Functional Test Procedures for Control System: Detailed written plan indicating the procedures to be followed to test, checkout and adjust the control system prior to full system Functional Testing; include at least the following for each type of equipment controlled:
 - 1) System name.
 - 2) List of devices.

- 3) Step-by-step procedures for testing each controller after installation, including:
 - a. Process of verifying proper hardware and wiring installation.
 - b. Process of downloading programs to local controllers and verifying that they are addressed correctly.
 - c. Process of performing operational checks of each controlled component.
 - d. Plan and process for calibrating valve and damper actuators and all sensors.
 - e. Description of the expected field adjustments for transmitters, controllers and control actuators should control responses fall outside of expected values.
 - 4) Copy of proposed log and field checkout sheets to be used to document the process; include space for initial and final read values during calibration of each point and space to specifically indicate when a sensor or controller has “passed” and is operating within the contract parameters.
 - 5) Description of the instrumentation required for testing.
 - 6) Indicate what tests on what systems should be completed prior to TAB using the control system for TAB work. Coordinate with the Commissioning Authority and TAB contractor for this determination.
- C. Startup Reports, Prefunctional Checklists, and Trend Logs: Submit for approval of Commissioning Authority.
- D. HVAC Control System O&M Manual Requirements. In addition to documentation specified elsewhere, compile and organize at minimum the following data on the control system:
- 1) Specific step-by-step instructions on how to perform and apply all functions, features, modes, etc. mentioned in the controls training sections of this specification and other features of this system. Provide an index and clear table of contents. Include the detailed technical manual for programming and customizing control loops and algorithms.
 - 2) Full as-built set of control drawings.
 - 3) Full as-built sequence of operations for each piece of equipment.
 - 4) Full points list; in addition to the information on the original points list submittal, include a listing of all rooms with the following information for each room:
 - a. Floor.
 - b. Room number.
 - c. Room name.
 - d. Air handler unit ID.
 - e. Reference drawing number.
 - f. Air terminal unit tag ID.

- g. Heating and/or cooling valve tag ID.
 - h. Minimum air flow rate.
 - i. Maximum air flow rate.
- 5) Full print out of all schedules and set points after testing and acceptance of the system.
- 6) Full as-built print out of software program.
- 7) Electronic copy on disk of the entire program for this facility.
- 8) Marking of all system sensors and thermostats on the as-built floor plan and HVAC drawings with their control system designations.
- 9) Maintenance instructions, including sensor calibration requirements and methods by sensor type, etc.
- 10) Control equipment component submittals, parts lists, etc.
- 11) Warranty requirements.
- 12) Copies of all checkout tests and calibrations performed by the Contractor (not commissioning tests).
- 13) Organize and subdivide the manual with permanently labeled tabs for each of the following data in the given order:
 - a. Sequences of operation.
 - b. Control drawings.
 - c. Points lists.
 - d. Controller and/or module data.
 - e. Thermostats and timers.
 - f. Sensors and DP switches.
 - g. Valves and valve actuators.
 - h. Dampers and damper actuators.
 - i. Program setups (software program printouts).
- E. Project Record Documents: See Section 01 7800 for additional requirements.
 - 1) Submit updated version of control system documentation, for inclusion with operation and maintenance data.
 - 2) Show actual locations of all static and differential pressure sensors (air, water and building pressure) and air-flow stations on project record drawings.
- F. Draft Training Plan: In addition to requirements specified in Section 01 7900, include:

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- 1) Follow the recommendations of ASHRAE Guideline 1.1.
- 2) Control system manufacturer's recommended training.
- 3) Demonstration and instruction on function and overrides of any local packaged controls not controlled by the HVAC control system.

G. Training Manuals: See Section 01 7900 for additional requirements.

- 1) Provide three extra copies of the controls training manuals in a separate manual from the O&M manuals.

PART 2 PRODUCTS

2.1. TEST EQUIPMENT

- A. Provide all standard testing equipment required to perform startup and initial checkout and required functional performance testing; unless otherwise noted such testing equipment will NOT become the property of Owner.
- B. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.

PART 3 EXECUTION

3.1. PREPARATION

- A. Cooperate with the Commissioning Authority in development of the Prefunctional Checklists and Functional Test Procedures.
- B. Furnish additional information requested by the Commissioning Authority.
- C. Prepare a preliminary schedule for HVAC pipe and duct system testing, flushing and cleaning, equipment start-up and testing, adjusting, and balancing start and completion for use by the Commissioning Authority; update the schedule as appropriate.
- D. Notify the Commissioning Authority when pipe and duct system testing, flushing, cleaning, startup of each piece of equipment and testing, adjusting, and balancing will occur; when commissioning activities not yet performed or not yet scheduled will delay construction notify ahead of time and be proactive in seeing that the Commissioning Authority has the scheduling information needed to efficiently execute the commissioning process.
- E. Put all HVAC equipment and systems into operation and continue operation during each working day of testing, adjusting, and balancing and commissioning, as required.
- F. Provide test holes in ducts and plenums where directed to allow air measurements and air balancing; close with an approved plug.
- G. Provide temperature and pressure taps in accordance with Contract Documents.

3.2. INSPECTING AND TESTING - GENERAL

- A. Submit startup plans, startup reports, and Prefunctional Checklists for each item of equipment or other assembly to be commissioned.
- B. Perform the Functional Tests directed by the Commissioning Authority for each item of equipment or other assembly to be commissioned.
- C. Provide two-way radios for use during the testing.
- D. Valve/Damper Stroke Setup and Check:
 - 1) For all valve/damper actuator positions checked, verify the actual position against the control system readout.
 - 2) Set pump/fan to normal operating mode.
 - 3) Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
 - 4) Command valve/damper open; verify position is full open and adjust output signal as required.
 - 5) Command valve/damper to a few intermediate positions.
 - 6) If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
 - 7) Closure for Heating Coil Valves - Normally Open:
 - a. Set heating setpoint 20 degrees F above room temperature.
 - b. Observe valve open.
 - c. Remove control air or power from the valve and verify that the valve stem and actuator position do not change.
 - d. Restore to normal.
 - e. Set heating setpoint to 20 degrees F below room temperature.
 - f. Observe the valve close.
 - g. Restore to normal.
 - 8) Closure for Cooling Coil Valves - Normally Closed:
 - a. Set cooling setpoint 20 degrees F above room temperature.
 - b. Observe the valve close.
 - c. Remove control air or power from the valve and verify that the valve stem and actuator position do not change.
 - d. Restore to normal.

- e. Set cooling setpoint to 20 degrees F below room temperature.
- f. Observe valve open.
- g. Restore to normal.

E. Coil Valve Leak Check:

1) Method 1 - Water Temperature With 2-Way Valve:

- a. Calibrate water temperature sensors on each side of coil to be within 0.2 degree F of each other.
- b. Turn off air handler fans, close outside air dampers. Keep pump running. Make sure appropriate coil dampers are open.
- c. Normally closed valves will close.
- d. Override normally open valves to the closed position.
- e. After 10 minutes observe water delta T across coil. If it is greater than 2 degrees F (, leakage is probably occurring.
- f. Reset valve stroke to close tighter.
- g. Repeat test until compliance is achieved.

2) Method 2 - Air Temperature With 2 or 3-Way Valve: Water leak-by less than 10 percent will likely not be detected with this method.

- a. Calibrate air temperature sensors on each side of coil to be within 0.2 degree F of each other.
- b. Air handler fans should be on.
- c. Change mixed or discharge air setpoint, override values or bleed or squeeze bulb pneumatic controller to cause the valve to close.
- d. After 5 minutes observe air delta T across coil. If it is greater than one degree F (, leakage is probably occurring.
- e. Reset valve stroke to close tighter.
- f. Repeat test until compliance is achieved.

F. Isolation Valve or System Valve Leak Check: For valves not by coils.

- 1) With full pressure in the system, command valve closed.
- 2) Use an ultra-sonic flow meter to detect flow or leakage.

G. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.

3.3. TAB COORDINATION

A. TAB: Testing, adjusting, and balancing of HVAC.

- B. Coordinate commissioning schedule with TAB schedule.
- C. Review the TAB plan to determine the capabilities of the control system toward completing TAB.
- D. Provide all necessary unique instruments and instruct the TAB technicians in their use; such as handheld control system interface for setting terminal unit boxes, etc.
- E. Have all required Prefunctional Checklists, calibrations, startup and component Functional Tests of the system completed and approved by the Commissioning Authority prior to starting TAB.
- F. Provide a qualified control system technician to operate the controls to assist the TAB technicians or provide sufficient training for the TAB technicians to operate the system without assistance.

3.4. CONTROL SYSTEM FUNCTIONAL TESTING

- A. Prefunctional Checklists for control system components will require a signed and dated certification that all system programming is complete as required to accomplish the requirements of Contract Documents and the detailed Sequences of Operation documentation submittal.
- B. Do not start Functional Testing until all controlled components have themselves been successfully Functionally Tested in accordance with Contract Documents.
- C. Using a skilled technician who is familiar with this building, execute the Functional Testing of the control system as required by the Commissioning Authority.
- D. Functional Testing of the control system constitutes demonstration and trend logging of control points monitored by the control system.
 - 1) The scope of trend logging is partially specified; trend log up to 50 percent more points than specified at no extra cost to Owner.
 - 2) Perform all trend logging specified in Prefunctional Checklists and Functional Test procedures.
- E. Functionally Test integral or stand-alone controls in conjunction with the Functional Tests of the equipment they are attached to, including any interlocks with other equipment or systems; further testing during control system Functional Test is not required unless specifically indicated below.
- F. Demonstrate the following to the Commissioning Authority during testing of controlled equipment; coordinate with commissioning of equipment.
 - 1) Setpoint changing features and functions.
 - 2) Sensor calibrations.
- G. Demonstrate to the Commissioning Authority:
 - 1) That all specified functions and features are set up, debugged and fully operable.
 - 2) That scheduling features are fully functional and setup, including holidays.
 - 3) That all graphic screens and value readouts are completed.
 - 4) Correct date and time setting in central computer.

- 5) That field panels read the same time as the central computer; sample 10 percent of field panels; if any of those fail, sample another 10 percent; if any of those fail test all remaining units at no extra cost to Owner.
 - 6) Functionality of field panels using local operator keypads and local ports (plug-ins) using portable computer/keypad; demonstrate 100 percent of panels and 10 percent of ports; if any ports fail, sample another 10 percent; if any of those fail, test all remaining units at no extra cost to Owner.
 - 7) Power failure and battery backup and power-up restart functions.
 - 8) Global commands features.
 - 9) Security and access codes.
 - 10) Occupant over-rides (manual, telephone, key, keypad, etc.).
 - 11) O&M schedules and alarms.
 - 12) Occupancy sensors and controls.
 - 13) All control strategies and sequences not tested during controlled equipment testing.
 - 14) Trend logging and graphing features that are specified.
 - 15) Other integrated tests specified in Contract Documents
 - 16) That control system features that are included but not specified to be setup are actually installed.
- H. If the control system, integral control components, or related equipment do not respond to changing conditions and parameters appropriately as expected, as specified and according to acceptable operating practice, under any of the conditions, sequences, or modes tested, correct all systems, equipment, components, and software required at no additional cost to Owner.

3.5. OPERATION AND MAINTENANCE MANUALS

- A. See Section 01 7800 for additional requirements.
- B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.
- C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
- D. Commissioning Authority will add commissioning records to manuals after submission to Owner.

3.6. DEMONSTRATION AND TRAINING

- A. See Section 01 7900 for additional requirements.
- B. Demonstrate operation and maintenance of HVAC system to Owner' personnel; if during any demonstration, the system fails to perform in accordance with the information included in the O&M manual, stop demonstration, repair or adjust, and repeat demonstration. Demonstrations may be combined with training sessions if appropriate.

- C. These demonstrations are in addition to, and not a substitute for, Prefunctional Checklists and demonstrations to the Commissioning Authority during Functional Testing.
- D. Provide classroom and hands-on training of Owner's designated personnel on operation and maintenance of the HVAC system, control system, and all equipment items indicated to be commissioned. Provide the following minimum durations of training:
 - 1) HVAC Control System: 8 hours.
- E. HVAC Control System Training: Perform training in at least three phases:
 - 1) Phase 1 - Basic Control System: Provide minimum of 4 hours of actual training on the control system itself. Upon completion of training, each attendee, using appropriate documentation, should be able to perform elementary operations and describe general hardware architecture and functionality of the system.
 - a. This training may be held on-site or at the manufacturer's facility.
 - b. If held off-site, the training may occur prior to final completion of the system installation.
 - c. For off-site training, Contractor shall pay expenses of up to two attendees.
 - 2) Phase 2 - Integrating with HVAC Systems: Provide minimum of 4 hours of on-site, hands-on training after completion of Functional Testing. Include instruction on:
 - a. The specific hardware configuration of installed systems in this facility and specific instruction for operating the installed system, including interfaces with other systems, if any.
 - b. Security levels, alarms, system start-up, shut-down, power outage and restart routines, changing setpoints and alarms and other typical changed parameters, overrides, freeze protection, manual operation of equipment, optional control strategies that can be considered, energy savings strategies and set points that if changed will adversely affect energy consumption, energy accounting, procedures for obtaining vendor assistance, etc.
 - c. Trend logging and monitoring features (values, change of state, totalization, etc.), including setting up, executing, downloading, viewing both tabular and graphically and printing trends; provide practice in setting up trend logging and monitoring during training session.
 - d. Every display screen, allowing time for questions.
 - e. Use of remote access to the system via phone lines or networks.
 - f. Point database entry and modifications.
 - 3) Phase 3 - Post-Occupancy: Six months after occupancy conduct minimum of 4 hours of training. Tailor training session to questions and topics solicited beforehand from Owner. Also be prepared to address topics brought up and answer questions concerning operation of the system.
- F. Provide the services of manufacturer representatives to assist instructors where necessary.

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- G. Provide the services of the HVAC controls instructor at other training sessions, when requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.

END OF SECTION

SECTION 23 0913 - INSTRUMENTATION AND CONTROL DEVICES FOR HVAC

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Control panels.
- B. Damper Operators:
 - 1) Electric operators.
- C. Input/Output Sensors:
 - 1) Temperature sensors.
 - 2) Humidity sensors.
 - 3) Static pressure (air pressure) sensors.
 - 4) Equipment operation (current) sensors.
 - 5) Damper position indicators.
 - 6) Carbon dioxide sensors.
- D. Thermostats:
 - 1) Electric room thermostats.
- E. Damper operators.

1.2. RELATED REQUIREMENTS

- A. Section 23 0923 - Direct-Digital Control System for HVAC.

1.3. REFERENCE STANDARDS

- A. ASHRAE Std 135 - BACnet - A Data Communication Protocol for Building Automation and Control Networks; 2012.
- B. IEEE 802.11 - IEEE Standard for Information Technology--Telecommunications and Information Exchange Between Systems Local and Metropolitan Area Networks--Specific Requirements - Part 11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) Specifications; 2016.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2014.

1.4. SUBMITTALS

- A. Product Data: Provide description and engineering data for each control system component. Include sizing as requested. Provide data for each system component and software module.

- B. Shop Drawings: Indicate complete operating data, system drawings, wiring diagrams, and written detailed operational description of sequences. Submit schedule of valves indicating size, flow, and pressure drop for each valve. For automatic dampers indicate arrangement, velocities, and static pressure drops for each system.

PART 2 PRODUCTS

2.1. EQUIPMENT - GENERAL

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

2.2. CONTROL PANELS

- A. Unitized cabinet type for each system under automatic control with relays and controls mounted in cabinet and temperature indicators, pressure gauges, pilot lights, push buttons and switches flush on cabinet panel face.
- B. NEMA 250, general purpose utility enclosures with enameled finished face panel.
- C. Provide common keying for all panels.

2.3. DAMPER OPERATORS

- A. General: Provide smooth proportional control with sufficient power for air velocities 20 percent greater than maximum design velocity and to provide tight seal against maximum system pressures. Provide spring return for two position control and for fail safe operation.
 - 1) Provide sufficient number of operators to achieve unrestricted movement throughout damper range.
- B. Electric Operators:
 - 1) Spring return, adjustable stroke motor having oil immersed gear train, with auxiliary end switch.

2.4. INPUT/OUTPUT SENSORS

- A. Temperature Sensors:
 - 1) Use thermistor or RTD type temperature sensing elements with characteristics resistant to moisture, vibration, and other conditions consistent with the application without affecting accuracy and life expectancy.
 - 2) Construct RTD of nickel or platinum with base resistance of 1000 ohms at 70 degrees F.
 - 3) 100 ohm platinum RTD is acceptable if used with project DDC controllers.
 - 4) Temperature Sensing Device: Compatible with project DDC controllers.
 - 5) Performance Characteristics:
 - a. RTD:
 - 1) Room Sensor Accuracy: Plus/minus 0.50 degrees F minimum.

- 2) Duct Averaging Accuracy: Plus/minus 0.50 degrees F minimum.
 - 3) Chilled Water Accuracy: Plus/minus 0.50 degrees F minimum.
 - 4) All Other Accuracy: Plus/minus 0.75 degrees F minimum.
 - 5) Range: Minus 40 degrees F through 220 degrees F minimum.
- b. Thermistor:
- 1) Accuracy (All): Plus/minus 0.36 degrees F minimum.
 - 2) Range: Minus 25 degrees F through 122 degrees F minimum.
 - 3) Heat Dissipation Constant: 2.7 mW per degree C.
- c. Temperature Transmitter:
- 1) Accuracy: 0.10 degree F minimum or plus/minus 0.20 percent of span.
 - 2) Output: 4 to 20 mA.
- d. Sensing Range:
- 1) Provide limited range sensors if required to sense the range expected for a respective point.
 - 2) Use RTD type sensors for extended ranges beyond minus 30 to 230 degrees F.
 - 3) Use temperature transmitters in conjunction with RTD's when RTD's are incompatible with DDC controller direct temperature input.
- e. Wire Resistance:
- 1) Use appropriate wire size to limit temperature offset due to wire resistance to 1.0 degree F or use temperature transmitter when offset is greater than 1.0 degree F due to wire resistance.
 - 2) Compensate for wire resistance in software input definition when feature is available in the DDC controller.
- f. Immersion Temperature Sensors: A sensor encased in a corrosion-resistant probe with an indoor junction box service entry body.
- g. Room Temperature Sensors with Integral Digital Display:
- 1) Construct for surface or wall box.
 - 2) Provide a four button keypad with the following capabilities:
 - (a) Indication of space and outdoor temperatures.
 - (b) Setpoint adjustment to accommodate room setpoint, DDC Input/Output Points List, and Sequence of Operation.
 - (c) Display and control fan operation status.

- (d) Manual occupancy override and indication of occupancy status.
- (e) Controller mode status.
- (f) Password enabled setpoint and override modes.

B. Carbon Dioxide Sensors, Duct and Wall:

- 1) General: Provide nondispersive infrared (NDIR), diffusion sampling CO2 sensors with integral transducers and linear output.
- 2) Air Temperature: Range of 32 to 122 degrees F.
- 3) Relative Humidity: Range of 0 to 95 percent (noncondensing).
- 4) Calibration Characteristics:
 - a. Automatically compensating algorithm for sensor drift due to sensor degradation.
 - b. Maximum Drift: 2 percent.
 - c. User calibratable with a minimum calibration interval of 5 years.
- 5) Construction:
 - a. Sensor Chamber: Noncorrosive material for neutral effect on carbon dioxide sample.
 - b. Provide duct mounted sensors with duct probe designed to protect sensing element from dust accumulation and mechanical damage.
 - c. Housing: High impact plastic.

PART 3 EXECUTION

3.1. EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that systems are ready to receive work.
- C. Beginning of installation means installer accepts existing conditions.
- D. Sequence work to ensure installation of components is complementary to installation of similar components in other systems.
- E. Coordinate installation of system components with installation of mechanical systems equipment such as air handling units and air terminal units.
- F. Ensure installation of components is complementary to installation of similar components.

3.2. INSTALLATION

- A. Install in accordance with manufacturer's instructions.

END OF SECTION

SECTION 23 0923 - DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. System description.
- B. Controllers.
- C. Power supplies and line filtering.
- D. System software.
- E. Controller software.
- F. HVAC control programs.

1.2. RELATED REQUIREMENTS

- A. Section 23 0913 - Instrumentation and Control Devices for HVAC.

1.3. REFERENCE STANDARDS

- A. ASHRAE Std 135 - BACnet - A Data Communication Protocol for Building Automation and Control Networks; 2012.
- B. MIL-STD-810 - Environmental Engineering Considerations and Laboratory Tests; Revision G, 2014.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4. ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers.

1.5. SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for each system component and software module.
- C. Shop Drawings:
 - 1) Indicate trunk cable schematic showing programmable control unit locations, and trunk data conductors.
 - 2) List connected data points, including connected control unit and input device.
 - 3) Indicate system graphics indicating monitored systems, data (connected and calculated) point addresses, and operator notations. Provide demonstration digital media containing graphics.
 - 4) Show system configuration with peripheral devices, batteries, power supplies, diagrams, modems, and interconnections.

- 5) Indicate description and sequence of operation of operating, user, and application software.
- D. Manufacturer's Instructions: Indicate manufacturer's installation instructions for all manufactured components.
- E. Project Record Documents: Record actual locations of control components, including control units, thermostats, and sensors.
 - 1) Revise shop drawings to reflect actual installation and operating sequences.
 - 2) Include submittals data in final "Record Documents" form.
- F. Operation and Maintenance Data:
 - 1) Include interconnection wiring diagrams complete field installed systems with identified and numbered, system components and devices.
 - 2) Include keyboard illustrations and step-by-step procedures indexed for each operator function.
 - 3) Include inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
- G. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.
- H. Maintenance Materials:
 - 1) See Section 01 6000 - Product Requirements, for additional provisions.

1.6. QUALITY ASSURANCE

- A. Perform work in accordance with NFPA 70.

1.7. WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Provide five year manufacturer's warranty for field programmable micro-processor based units.

1.8. PROTECTION OF SOFTWARE RIGHTS

- A. Prior to delivery of software, the Owner and the party providing the software will enter into a software license agreement with provisions for the following:
 - 1) Limiting use of software to equipment provided under these specifications.
 - 2) Limiting copying.
 - 3) Preserving confidentiality.
 - 4) Prohibiting transfer to a third party.

PART 2 PRODUCTS

2.1. SYSTEM DESCRIPTION

- A. Automatic temperature control field monitoring and control system using field programmable micro-processor based units.
- B. Base system on distributed system of fully intelligent, stand-alone controllers, operating in a multi-tasking, multi-user environment on token passing network, with central and remote hardware, software, and interconnecting wire and conduit.
- C. Include computer software and hardware, operator input/output devices, control units, local area networks (LAN), sensors, control devices, actuators.
- D. Controls for variable air volume terminals, radiation, reheat coils, unit heaters, fan coils, and the like when directly connected to the control units. Individual terminal unit control is specified in Section 23 0913.
- E. Provide control systems consisting of thermostats, control valves, dampers and operators, indicating devices, interface equipment and other apparatus and accessories required to operate mechanical systems, and to perform functions specified.
- F. Include installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.

2.2. CONTROLLERS

A. Building Controllers:

1) General:

- a. Manage global strategies by one or more, independent, standalone, microprocessor based controllers.
- b. Provide sufficient memory to support controller's operating system, database, and programming requirements.
- c. Share data between networked controllers.
- d. Controller operating system manages input and output communication signals allowing distributed controllers to share real and virtual object information and allowing for central monitoring and alarms.
- e. Utilize real-time clock for scheduling.
- f. Continuously check processor status and memory circuits for abnormal operation.
- g. Controller to assume predetermined failure mode and generate alarm notification upon detection of abnormal operation.
- h. Communication with other network devices to be based on assigned protocol.

2) Communication:

- a. Controller to reside on a BACnet network using ISO 8802-3 (ETHERNET) Data Link/Physical layer protocol.
 - b. Perform routing when connected to a network of custom application and application specific controllers.
 - c. Provide service communication port for connection to a portable operator's terminal or hand held device with compatible protocol.
- 3) Anticipated Environmental Ambient Conditions:
- a. Outdoors and/or in Wet Ambient Conditions:
 - 1) Mount within waterproof enclosures.
 - 2) Rated for operation at 40 to 150 degrees F.
 - b. Conditioned Space:
 - 1) Mount within dustproof enclosures.
 - 2) Rated for operation at 32 to 120 degrees F.
- 4) Local Keypad and Display for each Controller:
- a. Use for interrogating and editing data.
 - b. System security password prevents unauthorized use.
- 5) Provisions for Serviceability:
- a. Diagnostic LEDs for power, communication, and processor.
 - b. Make all wiring connections to field removable, modular terminal strips, or to a termination card connected by a ribbon cable.
- 6) Memory: In the event of a power loss, maintain all BIOS and programming information for a minimum of 72 hours.
- 7) Power and Noise Immunity:
- a. Maintain operation at 90 to 110 percent of nominal voltage rating.
 - b. Perform orderly shutdown below 80 percent of nominal voltage.
 - c. Operation protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W. at 3 feet.
- B. Custom Application Controller:
- 1) General:
 - a. Provide sufficient memory to support controller's operating system, database, and programming requirements.
 - b. Share data between networked, microprocessor based controllers.

- c. Controller operating system manages input and output communication signals allowing distributed controllers to share real and virtual object information and allowing for central monitoring and alarms.
 - d. Utilize real-time clock for scheduling.
 - e. Continuously check processor status and memory circuits for abnormal operation.
 - f. Controller to assume predetermined failure mode and generate alarm notification upon detection of abnormal operation.
 - g. Communication with other network devices to be based on assigned protocol.
- 2) Communication:
- a. Controller to reside on a BACnet network using MS/TP Data Link/Physical layer protocol.
 - b. Provide service communication port for connection to a portable operator's terminal or hand held device with compatible protocol.
- 3) Anticipated Environmental Ambient Conditions:
- a. Outdoors and/or in Wet Ambient Conditions:
 - 1) Mount within waterproof enclosures.
 - 2) Rated for operation at 40 to 150 degrees F.
 - b. Conditioned Space:
 - 1) Mount within dustproof enclosures.
 - 2) Rated for operation at 32 to 120 degrees F.
- 4) Provisions for Serviceability:
- a. Diagnostic LED's for power, communication, and processor.
 - b. Make all wiring connections to field removable, modular terminal strips, or to a termination card connected by a ribbon cable.
- 5) Memory: In the event of a power loss, maintain all BIOS and programming information for a minimum of 72 hours.
- 6) Power and Noise Immunity:
- a. Maintain operation at 90 to 110 percent of nominal voltage rating.
 - b. Perform orderly shutdown below 80 percent of nominal voltage.
 - c. Operation protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W. at 3 feet.

C. Application Specific Controllers:

- 1) General:
 - a. Not fully user programmable, microprocessor based controllers dedicated to control specific equipment.
 - b. Customized for operation within the confines of equipment served.
 - c. Communication with other network devices to be based on assigned protocol.
- 2) Communication:
 - a. Controller to reside on a BACnet network using MS/TP Data Link/Physical layer protocol.
 - b. Provide service communication port for connection to a portable operator's terminal or hand held device with compatible protocol.
- 3) Anticipated Environmental Ambient Conditions:
 - a. Outdoors and/or in Wet Ambient Conditions:
 - 1) Mount within waterproof enclosures.
 - 2) Rated for operation at 40 to 150 degrees F.
 - b. Conditioned Space:
 - 1) Mount within dustproof enclosures.
 - 2) Rated for operation at 32 to 120 degrees F.
- 4) Provisions for Serviceability:
 - a. Diagnostic LEDs for power, communication, and processor.
 - b. Make all wiring connections to field removable, modular terminal strips, or to a termination card connected by a ribbon cable.
- 5) Memory: In the event of a power loss, maintain all BIOS and programming information for a minimum of 72 hours.
- 6) Power and Noise Immunity:
 - a. Maintain operation at 90 to 110 percent of nominal voltage rating.
 - b. Perform orderly shutdown below 80 percent of nominal voltage.
 - c. Operation protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W at 3 feet.

D. Input/Output Interface:

- 1) Hardwired inputs and outputs tie into the DDC system through building, custom application, or application specific controllers.
- 2) All Input/Output Points:

- a. Protect controller from damage resulting from any point short-circuiting or grounding and from voltage up to 24 volts of any duration.
 - b. Provide universal type for building and custom application controllers where input or output is software designated as either binary or analog type with appropriate properties.
- 3) Binary Inputs:
- a. Allow monitoring of On/Off signals from remote devices.
 - b. Provide wetting current of 12 mA minimum, compatible with commonly available control devices and protected against the effects of contact bounce and noise.
 - c. Sense dry contact closure with power provided only by the controller.
- 4) Pulse Accumulation Input Objects: Comply with all requirements of binary input objects and accept up to 10 pulses per second.
- 5) Analog Inputs:
- a. Allow for monitoring of low voltage 0 to 10 VDC, 4 to 20 mA current, or resistance signals (thermistor, RTD).
 - b. Compatible with and field configurable to commonly available sensing devices.
- 6) Binary Outputs:
- a. Used for On/Off operation or a pulsed low-voltage signal for pulse width modulation control.
 - b. Outputs provided with three position (On/Off/Auto) override switches.
 - c. Status lights for building and custom application controllers to be selectable for normally open or normally closed operation.
- 7) Analog Outputs:
- a. Monitoring signal provides a 0 to 10 VDC or a 4 to 20 mA output signal for end device control.
 - b. Provide status lights and two position (AUTO/MANUAL) switch for building and custom application controllers with manually adjustable potentiometer for manual override on building and custom application controllers.
 - c. Drift to not exceed 0.4 percent of range per year.
- 8) Tri State Outputs:
- a. Coordinate two binary outputs to control three point, floating type, electronic actuators without feedback.
 - b. Limit the use of three point, floating devices to the following zone and terminal unit control applications:

- c. Control algorithms run the zone actuator to one end of its stroke once every 24 hours for verification of operator tracking.
- 9) System Object Capacity:
 - a. System size to be expandable to twice the number of input output objects required by providing additional controllers, including associated devices and wiring.
 - b. Hardware additions or software revisions for the installed operator interfaces are not to be required for future, system expansions.

2.3. POWER SUPPLIES AND LINE FILTERING

A. Power Supplies:

- 1) Provide UL listed control transformers with Class 2 current limiting type or over-current protection in both primary and secondary circuits for Class 2 service as required by the NEC.
- 2) Limit connected loads to 80 percent of rated capacity.
- 3) Match DC power supply to current output and voltage requirements.
- 4) Unit to be full wave rectifier type with output ripple of 5.0 mV maximum peak to peak.
- 5) Regulation to be 1 percent combined line and load with 100 microsecond response time for 50 percent load changes.
- 6) Provide over-voltage and over-current protection to withstand a 150 percent current overload for 3 seconds minimum without trip-out or failure.
- 7) Operational Ambient Conditions: 32 to 120 degrees F.
- 8) EM/RF meets FCC Class B and VDE 0871 for Class B and MIL-STD-810 for shock and vibration.
- 9) Line voltage units UL recognized and CSA approved.

B. Power Line Filtering:

- 1) Provide external or internal transient voltage and surge suppression component for all workstations and controllers.
- 2) Minimum surge protection attributes:
 - a. Dielectric strength of 1000 volts minimum.
 - b. Response time of 10 nanoseconds or less.
 - c. Transverse mode noise attenuation of 65 dB or greater.
 - d. Common mode noise attenuation of 150 dB or greater at 40 to 100 Hz.

2.4. LOCAL AREA NETWORK (LAN)

- A. Provide communication between control units over local area network (LAN).
- B. LAN Capacity: Not less than 60 stations or nodes.
- C. Break in Communication Path: Alarm and automatically initiate LAN reconfiguration.
- D. LAN Data Speed: Minimum 19.2 Kb.
- E. Communication Techniques: Allow interface into network by multiple operation stations and by auto-answer/auto-dial modems. Support communication over telephone lines utilizing modems.
- F. Transmission Median: Fiber optic or single pair of solid 24 gauge twisted, shielded copper cable.
- G. Network Support: Time for global point to be received by any station, shall be less than 3 seconds. Provide automatic reconfiguration if any station is added or lost. If transmission cable is cut, reconfigure two sections with no disruption to system's operation, without operator intervention.

2.5. SYSTEM SOFTWARE

- A. Operating System:
 - 1) Concurrent, multi-tasking capability.
 - a. Common Software Applications Supported: Microsoft Excel.
 - 2) System Graphics:
 - a. Allow up to 10 graphic screens, simultaneously displayed for comparison and monitoring of system status.
 - b. Animation displayed by shifting image files based on object status.
 - c. Provide method for operator with password to perform the following:
 - 1) Move between, change size, and change location of graphic displays.
 - 2) Modify on-line.
 - 3) Add, delete, or change dynamic objects consisting of:
 - (a) Analog and binary values.
 - (b) Dynamic text.
 - (c) Static text.
 - (d) Animation files.
 - 3) Custom Graphics Generation Package:
 - a. Create, modify, and save graphic files and visio format graphics in PCX formats.
 - b. HTML graphics to support web browser compatible formats.

- c. Capture or convert graphics from AutoCAD.
- 4) Standard HVAC Graphics Library:
 - a. HVAC Equipment:
 - 1) Air Handlers.
 - 2) Fan Coil Units.
 - b. Ancillary Equipment:
 - 1) Fans.
 - 2) Pumps.
 - 3) Coils.
 - 4) Valves.
 - 5) Piping.
 - 6) Dampers.
- B. Workstation System Applications:
 - 1) Automatic System Database Save and Restore Functions:
 - a. Current database copy of each Building Controller is automatically stored on hard disk.
 - b. Automatic update occurs upon change in any system panel.
 - c. In the event of database loss in any system panel, the first workstation to detect the loss automatically restores the database for that panel unless disabled by the operator.
 - 2) Manual System Database Save and Restore Functions by Operator with Password Clearance:
 - a. Save database from any system panel.
 - b. Clear a panel database.
 - c. Initiate a download of a specified database to any system panel.
 - 3) Software provided allows system configuration and future changes or additions by operators under proper password protection.
 - 4) On-line Help:
 - a. Context-sensitive system assists operator in operation and editing.
 - b. Available for all applications.
 - c. Relevant screen data provided for particular screen display.

- d. Additional help available via hypertext.
- 5) Security:
 - a. Operator log-on requires user name and password to view, edit, add, or delete data.
 - b. System security selectable for each operator.
 - c. System supervisor sets passwords and security levels for all other operators.
 - d. Operator passwords to restrict functions accessible to viewing and/or changing system applications, editor, and object.
 - e. Automatic, operator log-off results from keyboard or mouse inactivity during user-adjustable, time period.
 - f. All system security data stored in encrypted format.
- 6) System Diagnostics:
 - a. Operations Automatically Monitored:
 - 1) Workstations.
 - 2) Printers.
 - 3) Modems.
 - 4) Network connections.
 - 5) Building management panels.
 - 6) Controllers.
 - b. Device failure is annunciated to the operator.
- 7) Alarm Processing:
 - a. All system objects are configurable to "alarm in" and "alarm out" of normal state.
 - b. Configurable Objects:
 - 1) Alarm limits.
 - 2) Alarm limit differentials.
 - 3) States.
 - 4) Reactions for each object.
 - 8) Alarm Messages:
 - a. Descriptor: English language.
 - b. Recognizable Features:

- 1) Source.
- 2) Location.
- 3) Nature.
- 9) Configurable Alarm Reactions by Workstation and Time of Day:
 - a. Logging.
 - b. Printing.
 - c. Starting programs.
 - d. Displaying messages.
 - e. Dialing out to remote locations.
 - f. Paging.
 - g. Providing audible annunciation.
 - h. Displaying specific system graphics.
- 10) Custom Trend Logs:
 - a. Definable for any data object in the system including interval, start time, and stop time.
 - b. Trend Data:
 - 1) Sampled and stored on the building controller panel.
 - 2) Archivable on hard disk.
 - 3) Retrievable for use in reports, spreadsheets and standard database programs.
 - 4) Archival on LAN accessible storage media including hard disk, tape, Raid array drive, and virtual cloud environment.
 - 5) Protected and encrypted format to prevent manipulation, or editing of historical data and event logs.
- 11) Alarm and Event Log:
 - a. View all system alarms and change of states from any system location.
 - b. Events listed chronologically.
 - c. Operator with proper security acknowledges and clears alarms.
 - d. Alarms not cleared by operator are archived to the workstation hard disk.
- 12) Object, Property Status and Control:

- a. Provide a method to view, edit if applicable, the status of any object and property in the system.
- b. Status Available by the Following Methods:
 - 1) Menu.
 - 2) Graphics.
 - 3) Custom Programs.
 - 13) Reports and Logs:
 - a. Reporting Package:
 - 1) Allows operator to select, modify, or create reports.
 - 2) Definable as to data content, format, interval, and date.
 - 3) Archivable to hard disk.
 - b. Real-time logs available by type or status such as alarm, lockout, normal, etc.
 - c. Stored on hard disk and readily accessible by standard software applications, including spreadsheets and word processing.
 - d. Set to be printed on operator command or specific time(s).
 - 14) Reports:
 - a. Standard:
 - 1) Objects with current values.
 - 2) Current alarms not locked out.
 - 3) Disabled and overridden objects, points and SNVTs.
 - 4) Objects in manual or automatic alarm lockout.
 - 5) Objects in alarm lockout currently in alarm.
 - 6) Logs:
 - (a) Alarm History.
 - (b) System messages.
 - (c) System events.
 - (d) Trends.
 - b. Custom:
 - 1) Daily.

- 2) Weekly.
- 3) Monthly.
- 4) Annual.
- 5) Time and date stamped.
- 6) Title.
- 7) Facility name.

c. Tenant Override:

- 1) Monthly report showing total, requested, after-hours HVAC and lighting services on a daily basis for each tenant.
- 2) Annual report showing override usage on a monthly basis.

d. Electrical, Fuel, and Weather:

1) Electrical Meter(s):

- (a) Monthly showing daily electrical consumption and peak electrical demand with time and date stamp for each meter.
- (b) Annual summary showing monthly electrical consumption and peak demand with time and date stamp for each meter.

2) Fuel Meter(s):

- (a) Monthly showing daily natural gas consumption for each meter.
- (b) Annual summary showing monthly consumption for each meter.

3) Weather:

- (a) Monthly showing minimum, maximum, average outdoor air temperature and heating/cooling degree-days for the month.

C. Workstation Applications Editors:

- 1) Provide editing software for each system application at PC workstation.
- 2) Downloaded application is executed at controller panel.
- 3) Full screen editor for each application allows operator to view and change:
 - a. Configuration.
 - b. Name.
 - c. Control parameters.
 - d. Set-points.

- 4) Scheduling:
 - a. Monthly calendar indicates schedules, holidays, and exceptions.
 - b. Allows several related objects to be scheduled and copied to other objects or dates.
 - c. Start and stop times adjustable from master schedule.
- 5) Custom Application Programming:
 - a. Create, modify, debug, edit, compile, and download custom application programming during operation and without disruption of all other system applications.
 - b. Programming Features:
 - 1) English oriented language, based on BASIC, FORTRAN, C, or PASCAL syntax allowing for free form programming.
 - 2) Alternative language graphically based using appropriate function blocks suitable for all required functions and amenable to customizing or compounding.
 - 3) Insert, add, modify, and delete custom programming code that incorporates word processing features such as cut/paste and find/replace.
 - 4) Allows the development of independently, executing, program modules designed to enable and disable other modules.
 - 5) Debugging/simulation capability that displays intermediate values and/or results including syntax/execution error messages.
 - 6) Support for conditional statements (IF/THEN/ELSE/ELSE-F) using compound Boolean (AND, OR, and NOT) and/or relations (EQUAL, LESS THAN, GREATER THAN, NOT EQUAL) comparisons.
 - 7) Support for floating-point arithmetic utilizing plus, minus, divide, times, square root operators; including absolute value; minimum/maximum value from a list of values for mathematical functions.
 - 8) Language consisting of resettable, predefined, variables representing time of day, day of the week, month of the year, date; and elapsed time in seconds, minutes, hours, and days where the variable values can be used in IF/THEN comparisons, calculations, programming statement logic, etc.
 - 9) Language having predefined variables representing status and results of the system software enables, disables, and changes the set points of the controller software.

2.6. CONTROLLER SOFTWARE

- A. All applications reside and operate in the system controllers and editing of all applications occurs at the operator workstation.
- B. System Security:

- 1) User access secured via user passwords and user names.
 - 2) Passwords restrict user to the objects, applications, and system functions as assigned by the system manager.
 - 3) User Log On/Log Off attempts are recorded.
 - 4) Automatic Log Off occurs following the last keystroke after a user defined delay time.
- C. Object or Object Group Scheduling:
- 1) Weekly Schedules Based on Separate, Daily Schedules:
 - a. Include start, stop, optimal stop, and night economizer.
 - b. 10 events maximum per schedule.
 - c. Start/stop times adjustable for each group object.
- D. Provide standard application for equipment coordination and grouping based on function and location to be used for scheduling and other applications.
- E. Alarms:
- 1) Binary object is set to alarm based on the operator specified state.
 - 2) Analog object to have high/low alarm limits.
 - 3) All alarming is capable of being automatically and manually disabled.
 - 4) Alarm Reporting:
 - a. Operator determines action to be taken for alarm event.
 - b. Alarms to be routed to appropriate workstation.
 - c. Reporting Options:
- F. Maintenance Management: System monitors equipment status and generates maintenance messages based upon user-designated run-time limits.
- G. Sequencing: Application software based upon specified sequences of operation in Section 23 0993.
- H. PID Control Characteristics:
- 1) Direct or reverse action.
 - 2) Anti-windup.
 - 3) Calculated, time-varying, analog value, positions an output or stages a series of outputs.
 - 4) User selectable controlled variable, set-point, and PED gains.
- I. Staggered Start Application:
- 1) Prevents all controlled equipment from simultaneously restarting after power outage.

- 2) Order of equipment startup is user selectable.

J. Energy Calculations:

- 1) Accumulated instantaneous power or flow rates are converted to energy use data.
- 2) Algorithm calculates a rolling average and allows window of time to be user specified in minute intervals.
- 3) Algorithm calculates a fixed window average with a digital input signal from a utility meter defining the start of the window period that in turn synchronizes the fixed-window average with that used by the power company.

K. Anti-Short Cycling:

- 1) All binary output objects protected from short-cycling.
- 2) Allows minimum on-time and off-time to be selected.

L. On-Off Control with Differential:

- 1) Algorithm allows binary output to be cycled based on a controlled variable and set-point.
- 2) Algorithm to be direct-acting or reverse-acting incorporating an adjustable differential.

M. Run-Time Totalization:

- 1) Totalize run-times for all binary input objects.
- 2) Provides operator with capability to assign high run-time alarm.

2.7. HVAC CONTROL PROGRAMS

A. General:

- 1) Support Inch-pounds and SI (metric) units of measurement.
- 2) Identify each HVAC Control system.

PART 3 EXECUTION

3.1. See Section 01 7000 for additional requirements.

3.2. EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that conditioned power supply is available to the control units and to the operator work station.
Verify that field end devices, wiring, and pneumatic tubing is installed prior to installation proceeding.

3.3. INSTALLATION

- A. Install control units and other hardware in position on permanent walls where not subject to excessive vibration.

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- B. Install software in control units and in operator work station. Implement all features of programs to specified requirements and appropriate to sequence of operation. Refer to Section 23 0993.
- C. Provide conduit and electrical wiring in accordance with Section 26 0583. Electrical material and installation shall be in accordance with appropriate requirements of Division 26.

3.4. MANUFACTURER'S FIELD SERVICES

- A. Start and commission systems. Allow sufficient time for start-up and commissioning prior to placing control systems in permanent operation.

3.5. DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate complete and operating system to Owner.

END OF SECTION