

PROJECT MANUAL FOR:

**IMCC POTABLE WATER BOOSTER  
PUMP PROJECT**

DAS#8855.01

RFB0917335034

2700 CORAL RIDGE ROAD  
CORALVILLE, IA 52241

JUNE 5, 2017

**SECTION 00 0105**

**CERTIFICATIONS PAGE**

**STATE OF IOWA**

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>_____ <b>Signature</b> June 1, 2017 <b>Date</b></p> <p>Printed or typed name: Samuel W. Bergus License Number: 20809 My license renewal date is: 12/31/2017 Pages, Sheets, or Divisions covered by this Seal: DIVISION 22</p>
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	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>_____ <b>Signature</b> June 1, 2017 <b>Date</b></p> <p>Printed or typed name: Matthew K. Gordon License Number: 19216 My license renewal date is: 12/31/2018 Pages, Sheets, or Divisions covered by this Seal: DIVISION 26</p>
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000110 - TABLE OF CONTENTS

Section	Title	Sheets Thru
---------	-------	-------------

DIVISION 00 - BIDDING REQUIREMENTS

00 01 06	Certifications Page	00 01 05-1
00 01 10	Table of Contents	00 01 10-2
00 01 15	List of Drawings	00 01 15-1
00 11 33	Notice to Bidders	00 11 33-2
00 21 13	Instructions to Bidders	00 21 13-13
00 31 13	Preliminary Construction Schedule	00 31 13-1
00 41 16	Bid Form	00 41 16-4
00 43 25	Substitution Request Form	00 43 25-2
00 43 38	Targeted Small Business Form	00 43 38-1
00 45 10	Nondiscrimination Clause	00 45 10-2
00 46 00	Bid Bond Form	00 46 00-3
00 52 00	Agreement	00 52 00-1
00 52 01	Agreement- Template	00 52 01-39
00 61 00	Payment and Performance Bond Forms	00 61 00-7
00 62 80	Sales Tax Exemption	00 62 80-2

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary	01 10 00-2
01 30 00	Administrative Requirements	01 30 00-4
01 32 00	Web Based Construction Management (EADOC)	01 32 00-4
01 33 00	Submittal Procedures	01 33 00-5
01 50 00	Temporary Facilities and Controls	01 50 00-3
01 70 00	Execution Requirements	01 70 00-2

DIVISION 02 – EXISTING CONDITIONS

02 41 13	Demolition	02 41 13-4
----------	------------	------------

DIVISION 22 – PLUMBING

22 05 00	Common Work Results for Plumbing	22 05 00-12
22 05 19	Meters and Gauges for Plumbing Piping	22 05 19-1
22 05 23	General Duty Valves for Plumbing Piping	22 05 23-8
22 07 00	Plumbing Insulation	22 07 00-4
22 09 00	Instrumentation and Control for Plumbing	22 09 00-7
22 11 23	Domestic Water Pumps	22 11 23-2
22 21 24	Pump Repair	22 21 24-1

DIVISION 26 – ELECTRICAL

26 05 00	Common work Results for Electrical	26 05 00-1
26 05 19	Low-Voltage Electrical power Conductors and Cables	26 05 19-8
26 05 29	Hangers and Supports for Electrical Systems	26 05 29-5
26 05 34	Conduit	26 05 34-6
26 05 37	Boxes	26 05 37-4
26 27 17	Equipment Wiring	26 27 17-2
26 29 23	Variable-Frequency Motor Controllers	26 29 23-4

DRAWINGS – Bound Separately

END OF SECTION

000115 – LIST OF DRAWINGS

Drawings are bound separately  
Drawings consist of the following

**Sheet**

**Drawings**

G000  
A101  
P101

Cover Page  
Floor Plan, Elevation, and Details  
Pumphouse Layout

END OF SECTION

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001133 – NOTICE TO BIDDERS

NOTICE TO BIDDERS

Bids will be received by the State Of Iowa, Department of Administrative Services (DAS) for:

Project Name: IMCC Potable Water Booster Pump Project

2700 Coral Ridge Road, Coralville, IA, 52241

Sealed Bid: RFB#0917335034

**Project Scope:** DAS is seeking bids to provide and install a new potable water booster pump, including piping, controls, valves, insulation, and electrical located at the Iowa Medical & Classification Center (IMCC) in Coralville, Iowa. The project also includes the rebuilding of an existing Bell & Gossett pump (Model: VSCS BF 13.00 10X12X13L RHR) and existing pressure reducing valve (10" CLA-Val 90-01).

Plans will be available at Action Reprographics, Inc., 5037 Northeast 14th Street, Des Moines, Iowa 50313 or Phone (515) 288-2146 on Monday, June 5<sup>th</sup>, 2017.

Project Documents will be loaned to qualified bidders upon receipt of either a Master Builders of Iowa non-cash deposit card, or a check for twenty-five dollars (\$25.00) per set. Deposit checks will be refunded if documents are returned within fourteen (14) days after the bid due date. Both checks are to be made out to either Action Reprographics, Inc. or Standard Digital Imaging. Alternatively, Bid Documents can be viewed online at [www.actionrepro.com](http://www.actionrepro.com).

**Site Review:** Tuesday, June 20<sup>th</sup>, 2017 @ 10:00 AM. Interested parties are instructed to meet at the IMCC Power Plant located on the IMCC Campus. Attendance IS NOT mandatory but HIGHLY RECOMMENDED. Interested parties are requested to Pre-register with the Samuels Group, Jerry Dehnke no later than Friday, June 16<sup>th</sup>, 2017 by 2:00 P.M. Pre-Registration will be accepted via e-mail to: [jdehnke@samuelsgroup.net](mailto:jdehnke@samuelsgroup.net)

**Bids are due:** Tuesday, July 11<sup>th</sup>, 2017. Bids must be received no later than 2:00 pm, local time. Late bids will not be considered.

Bids are to be delivered to the Office of the Department of Administrative Services – Procurement Services, Hoover State Office Building, Level 3, 1305 East Walnut Street, Des Moines, Iowa, 50319.

Bidders must comply with all affirmative action/equal employment opportunity provisions of the State of Iowa and the Federal Government. Bids shall be submitted on the Bid Form and 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.



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.

The Iowa Department of Administrative Services anticipates contract administration period to be completed by 08/04/17 with Construction Services starting approximately 08/04/17 and ending by 11/24/17.

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

For further information regarding this Notice to Bidders contact:

PURCHASING AGENT FOR DAS

Steven D. Oberbroeckling, Purchasing Agent

Iowa Department of Administrative Services – Procurement Services

Hoover State Office Building, Level 3

1305 East Walnut Street

Des Moines, Iowa, 50319-0105

Email: [Steve.Oberbroeckling@iowa.gov](mailto:Steve.Oberbroeckling@iowa.gov)

END OF SECTION

002113 - INSTRUCTIONS TO BIDDERS

1. GENERAL

A. PROJECT DESCRIPTION:

Install a new potable water booster pump, including piping, controls, valves, insulation, and electrical located at the Iowa Medical & Classification Center (IMCC) in Coralville, Iowa. The project also includes the rebuilding of an existing Bell & Gossett pump (Model: VSCS BF 13.00 10X12X13L RHR) and existing pressure reducing valve (10" CLA-Val 90-01).

B. OWNER:

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

C. STATE AGENCY REPRESENTATIVES AND CONTACTS:

PURCHASING AGENT

Steven D. Oberbroeckling  
State of Iowa, Department of Administrative Services  
Procurement Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105  
Phone: 515-242-5005; email: [steve.oberbroeckling@iowa.gov](mailto:steve.oberbroeckling@iowa.gov)

OWNERS REPRESENTATIVE

Douglas Carper  
State of Iowa, Department of Administrative Services  
State Design and Construction Resources Bureau  
109 SE 13<sup>th</sup> Street  
Des Moines, IA 50319  
Phone: 515-725-1273; email: [doug.carper@iowa.gov](mailto:doug.carper@iowa.gov)

ON-SITE COORDINATORS

Greg Wagner – Plant Operations Manager  
Phone: 319-626-4260

D. CONSTRUCTION MANAGER CONTACT

Jerry Dehnke – The Samuels Group, Inc.  
Phone: 515-661-7142; email: [jdehnke@samuelsgroup.net](mailto:jdehnke@samuelsgroup.net)

E. DESIGN PROFESSIONAL CONTACTS

Samuel Bergus – Shive-Hattery  
Phone: 319-364-0227 ext 2253; email: [sbergus@shive-hattery.com](mailto:sbergus@shive-hattery.com)

## 2. PROPOSAL FORM AND SUBMISSION

- A. A properly prepared and submitted bid document is the bidder's responsibility. Bids are to be made in accordance with these Instructions to Bidders and items included on the Bid Form. Failure to comply may be cause for rejection.
- B. The Bid is to consist of the "Bid Form" (required) or exact copy of the form, together with the other documents specified below to be submitted with the Bid, in which copies are included with these Bidding Documents.

The total bid package submitted is to include the following documents (properly completed) and sent as indicated:

An emailed or delivered quote identified with the name and address of the company submitting the bid, the project name, the bid package name and/or number, quote number, due date and time for bids' receipt, and clearly labeled containing:

- Bid Form (blank form included in Project Manual) is required
  - Non-discrimination Clause form (blank form included in Project Manual)
  - Targeted Small Business Pre-bid Contact form (blank form included in Project Manual).
  - Bid Security (documentation provided by Bidder) is required
- C. All blank spaces on each document are to be completed, in ink or typewritten, unless the blank has otherwise been noted by Owner as "Not Applicable to this Project." Erasures or corrections shall be initialed by the person signing the bid. Where requested, amounts shall be stated in both words and figures. If words and figures do not agree, the amount written in words shall be considered correct.
- D. Include the amount for performing all work described in the drawings and specifications for Base Bid and for each Alternate Bid requested.
- E. Acknowledge receipt of all Addenda issued, where so indicated on the Bid Form.
- F. The Bid Form and other required documents are to be signed, where so indicated, by an officer of the company having authority to bind the company in a contract. The name of the person signing the bid and his/her title shall be typed or printed below the signature.
- G. Commencement of the work of the contract shall begin with the Contractor's receipt of a fully executed contract (signed by both parties).
- H. 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.
- I. The company's Federal I.D. Number and the Iowa Contractors Registration Number shall be included in the Bid Form.

- J. Unless indicating 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. All requested Alternate Bids are to be bid. Failure to do so may result in disqualification of your bid. 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.
- K. 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 Bidding Documents 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 Bidding Documents' original scope of work for the respective Base Bid or Alternate Bid.
- L. A Completed State of Iowa Nondiscrimination Clause form and Subcontractor Targeted Small Business Enterprise Pre-Bid Contact Information form, included in these Bidding Documents, are to accompany the Bid. 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.
- M. The completed Bid Form, and above referenced documents, to be placed in the Sealed Bid envelope included with these Bidding Documents. 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 enclosed in the Sealed Bid envelope containing the Bid Form, Bid Security and other documents.

### 3. 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 his 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 48 hours of the determination of the apparent low bidder and receipt of the "Notification of Intent to Award a Contract" for the project's construction. 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 project manager for the Department of Administrative Services must be informed when any Subcontractor is added to the project. Following receipt of the information, the project 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.

4. DRAWINGS

All drawing sheets bearing the project name: "IMCC Booster Pump"

5. BID SECURITY

A. Each Bid shall be accompanied by Bid Security.

The Bid Security shall be in the form of a Certified check, Cashier's check or a Bid Bond 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. For emailed bids, the bidder must include a scanned image of a bid bond prepared by a bonding company licensed to transact business in the State of Iowa. 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. 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 and Payment Bond and the Insurance Certificates as evidence of the required Insurance within ten days of execution of the Contract for construction of this Project, but not later than the start of construction in any event. 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.

6. DUE DATE AND TIME FOR RECEIPT OF BIDS

- A. Properly completed Bids shall be received at the place, and not later than the time, specified below for receipt of Bids, or any extension thereof made by Addendum issued subsequent to issuing the Bidding Documents. Oral or telephonic Bids are invalid, and will not receive consideration. The Bidder shall assume full responsibility for the timely delivery and receipt of the Bid by the Procurement Division of the Department of Administrative Services at the location herein specified. Late bids will not be accepted, and will be returned unopened to the Bidder.
- B. On or before 2:00 p.m. Central Time, Tuesday, July 11<sup>th</sup>, 2017  
State of Iowa, Department of Administrative Services  
Procurement Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, Iowa 50319-0105  
Attention: Steven D. Oberbroeckling, Purchasing Agent III

7. 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 stated as a part of the Contractor's proposal or by November 24, 2017, whichever is less.

8. SITE VISIT

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

9. PRE-BID CONFERENCE

- A. A Pre-Bid Conference will be held at the Iowa Medical & Classification Center in Coralville, IA on **Tuesday, June 20th, 2017 at 10:00AM**. Meet at the main entrance of the facility. Attendance IS NOT MANDATORY BUT HIGHLY RECOMMENDED by prospective bidders to review site conditions. Attendees may Pre-Register with the Samuels Group, Jerry Dehnke, via email at [jdehnke@samuelsgroup.net](mailto:jdehnke@samuelsgroup.net) no later than Thursday, June 15th, 2017 by 4:00PM.

10. QUESTIONS

- A. Questions should be submitted, in writing, no later than 2:00 P.M. on June 23<sup>rd</sup>, 2017 to the Purchasing Agent previously indicated in these Instructions to Bidders.

11. 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 (RFB) Number specified in the Bidding Documents. Questions shall be submitted to the previously identified Purchasing Agent for the Department of Administrative Services. To be given consideration, requests shall be received no later than June 23rd, 2017 on or before 2:00 P.M. Due date for Bids is currently July 11th, 2017. 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 on the Bidder's proposal, in the location so indicated on the Bid Form. All Addenda issued shall become part of the Contract Documents.

## 12. SUBSTITUTIONS

- A. Where the Bidding Documents stipulate a specific product be provided by naming one or more manufacturer and model, and include a statement such as "or equal", "equal to", "equivalent to", or "basis of design", a substitute product will be considered when written request is received no later than June 23rd, 2017 at 2:00 P.M.

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.

**Note:** Subsequently, substitutions 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). Use Product Substitution Request Form, Specification Section 004325, for proposal of substitutions to be considered as a Change Order to the Contract.

- B. 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.
- C. 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.

- D. 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.

### 13. 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, which 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, 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.

### 14. 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 formal sealed bid must be made in writing and delivered to the previously designated Purchasing Agent for the Department of Administrative Services in a sealed envelope, properly identifying the bid that is to be modified. 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 Base Bid shall be valid for not less than thirty (30) 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.

### 15. BID CLOSING

- A. Bids received prior to the time of opening will be securely kept, unopened. The Purchasing Agent for the Department of Administrative Services designated to receive



Bids will determine when the specified time has arrived. No bid received thereafter will be considered.

16. BASIS OF BIDS

- A. The Bidder shall include all additional documents or appendices that are requested to be submitted concurrent with the Bid Form; 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.  
A bidder, prior to an award or who is awarded a state construction contract, shall disclose all of the following, as applicable:  
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;  
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.  
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:
- Be registered in the State of Iowa and have an Iowa Contractor's Registration number, and
  - Be acceptable to the Owner.

17. 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.

18. 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 bidder proposes providing a quality product as determined by the Department of Administrative Services and the Project Engineer and 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).

19. 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.  
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 Form, 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.

## 20. QUALIFICATIONS

- A. The Owner may make such investigations as he or she deems necessary to determine the ability of the Bidder to perform the required work, and the Bidder shall furnish to the Owner all such information and data for this purpose, including completion of a "Constructor's Statement of Qualifications", as the Owner may request. The Owner reserves the right to reject any 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.
- B. 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.
- C. 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.
- D. 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.

## 21. INSURANCE

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.

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

### **Certificates of Coverage.**

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.

**No Limitation of Liability.** 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.

## **22. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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).

## **23. EXECUTION OF CONTRACT**

### **A. Contract documents shall mean and include the following:**

- Contract: Consensus DOCS 802
- Performance and Payment Bonds
- Project Manual
- Numbered Addenda issued after initial publication of Bid Documents
- Numbered Modifications (Change Orders) issued after Contract is signed

## **24. 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.

25. CONDITIONS OF THE WORK

- A. Each bidder must fully inform his/her-self 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 Conference, 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 his/her self, 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.

26. RULES FOR CONSTRUCTION WORKERS

- A. The staff of the IMCC has a responsibility to protect the public by providing a secure environment. All work site rules must be followed at all times.
- B. You are permitted access only to the work area and no other area of the facility.
- C. All unattended vehicles shall be locked with keys removed and windows rolled up.
- D. No drugs, alcohol, or weapons are allowed on site.
- E. No inappropriate language with employees, clients, or the public.
- F. All tools and supplies need to be in your control, and secured at the end of the day.
- G. The work area needs to be kept clean during the project. Once the project is complete, the work area must be free of debris and other materials used. You must be sure to pick up and remove all small items and pieces of discarded materials, as clients from our facility may try to ingest these items.
- H. All ladders need to be monitored when in use and laid down when not in use.

- I. Normal working hours shall be from 7:00 am to 3:30 pm Monday through Friday. The project is open to additional hours as necessary to complete the project in a timely manner, but will need to be scheduled with the Owner and CM.
- J. Background checks for all construction personnel will be required. Background checks are at no cost to the contractor.
- K. All contractor personnel shall require PREA/Site Orientation training prior to commencing work at the IMCC Facility. The training session will take one half hour and will be conducted at the facility.

27. SUBCONTRACTS

- A. The 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.

28. PROJECT MANUAL

This Project Manual is intended to supplement the Project Drawings prepared by Shive-Hattery. and include all pertinent project information; however, each perspective bidder is responsible to attend the pre-bid meeting to make themselves fully aware of the intended work scope.

END OF SECTION

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003113 - PRELIMINARY CONSTRUCTION SCHEDULE

- 1) GENERAL SECTION INCLUDES
  - a) Preliminary Construction Schedule.
- 2) PRELIMINARY SCHEDULES
  - a) A preliminary schedule has been identified by the Owner for the implementation of the Project. Refer to the schedule included at the end of this Section for references to recommended construction time.
  - b) Each step of the Preliminary Schedule is subject to receipt of acceptable bids, Owner's decision process and receipt of Notice to Proceed.
  - c) A proposed construction schedule shall be submitted by the Prime Contractor after receipt of Notice to Proceed from the Owner. A revised Construction Schedule will be submitted by the Construction Manager once the preliminary schedule is reviewed and approved by the Owner.
3. PRELIMINARY TIMELINE / SCHEDULE:
  - 1). 07/11/17 to 07/13/17 Review Quotes, Issue Notice of Intent
  - 2). 07/13/17 to 08/04/17 Administrative- Contracts, Bonds, Insurance
  - 3). 07/24/17 to 08/17/17 Issue Submittals & Design Team Review Submittals
  - 4). 08/04/17 to 11/24/17 On-site Operations, Sub Completion
  - 5). 11/24/17 to 12/22/17 Close out and Substantial Completion

END OF SECTION



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004116 BID FORM

For the IMCC Potable Water Booster Pump Project

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

The following documents are to be completed and submitted with your bid. Failure to do so may result in the disqualification of your bid.

1. Bid Proposal Form
2. Non Discrimination Clause Form
3. Targeted Small Business Enterprise
4. Bid Security

Authorized Representative:

The undersigned Bidder, in response to your Request for Bid for the above project, having examined the Drawings, Specifications, and other Bidding Documents dated June 5th, 2017, and being familiar with all the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, equipment and supplies to perform all work for 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:

Number \_\_\_\_\_  
Dated: \_\_\_\_\_

**BASE BID:**

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

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

If this Bid is accepted, we anticipate starting construction as early as August 2017 and completing construction in November 2017.

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.
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:

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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, or request for additional information, 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: \_\_\_\_\_.

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 DOCUMENT

Section - 004325  
SUBSTITUTION REQUEST FORM  
Sealed Bid No. RFB0917335034

IMCC Potable Water Booster Pump Project  
Coralville, Iowa  
DAS#8855.01  
RFB0917335034

**SUBSTITUTION REQUEST FORM 004325**

Project: IMCC Potable Water Booster Pump

Substitution Request Number: \_\_\_\_\_

To: Shive-Hattery  
Samuel Bergus  
Email: sbergus@shive-hattery.com  
Phone: 319-364-0227 ext. 2253

From: \_\_\_\_\_

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

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 ☐ 5-10 yrs old ☐ More than 10 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: \_\_\_\_\_

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

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

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports

☐ \_\_\_\_\_

Section - 004325  
SUBSTITUTION REQUEST FORM  
Sealed Bid No. RFB0917335034

IMCC Potable Water Booster Pump Project  
Coralville, Iowa  
DAS#8855.01  
RFB0917335034

**SUBSTITUTION REQUEST FORM 004325**

**(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 ☐ Supplier ☐ Manufacturer  
☐ A/E ☐

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>CONTRACTOR</b>	<b>BID NO.</b>	<b>PAGE #</b>

(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 Administrative 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**

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/NO	DATES	YES/NO	DOLLAR AMOUNT PROPOSED TO BE SUBCONTRACTED

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.) **Complete and Return this Form with your Bid**



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004510 - NONDISCRIMINATION CLAUSE

PART 1 GENERAL

1.1 PURPOSE

- A. 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.

1.2 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. We, the undersigned, 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.

1.3 SIGNATURE

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Signature of Appropriate Official

---

Title

---

Date

END OF SECTION

004600 - BID BOND FORM

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



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

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

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

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

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

By virtue of this Bid Bond (the "Bond"), the Constructor as Principal and \_\_\_\_\_ as Surety ("Surety"), are bound to the Owner as Obligee 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 Obligee shall accept the bid of the Constructor, the Constructor shall enter into an Agreement with the Obligee 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 Obligee the difference between the amount of Constructor's bid and the amount of such agreement the Obligee 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)

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DOCUMENT 00 5200 – Agreement

PART 1 - AGREEMENT

Consensus DOCS 802, Standard Form of Agreement between Owner and Trade Contractor (Where the Construction Manager is the Owner's Agent), 2011 edition, published by Consensus DOCS LLC, where the Basis of Payment is a Lump Sum, shall be used as the form of agreement for construction of the Work of this project, is hereby made a part of the Bidding Documents by reference. Properly executed copies of this form of agreement will become part of the contract documents.

END OF DOCUMENT



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# 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 22nd day of September, 2016, 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, Iowa, 50319-0120.

and the

### TRADE CONTRACTOR

Test  
123 Main St  
Des Moines, IA 99999

for work in connection with the following

### PROJECT

XXXX.XX - Practice Project

The CONSTRUCTION MANAGER is

CM TBD

XXXX

XXX, XX XXXXX

The DESIGN PROFESSIONAL for the Project is

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 Contactor Contact Name 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 Zero (0) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Trade Contractor shall achieve Final Completion within Thirty (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: Zero Dollars and No Cents (\$0.00). 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 \$XXXXXX and Alternate #XX for \$XXXXXX for a total Lump Sum Price of \$XXXXXX

### 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 10.00% for Overhead and 5.00% 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 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:

RFB# and Bid Package #

### **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: Test

By:

\_\_\_\_\_  
(Authorized Representative)

Name:

Title:

Date:

Owner: State of Iowa - DAS

By:

\_\_\_\_\_  
(Authorized Representative)

Name:

Title:

Date:

END OF DOCUMENT.

DRAFT





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006100 - PAYMENT BOND AND PERFORMANCE BOND FORMS

A Payment Bond form and a Performance Bond form are required of the Contractor on this project. ConsensusDocs 261 and ConsensusDocs 260 are attached for reference following this page. ConsensusDocs 261 is not the only acceptable Payment Bond form and ConsensusDocs 260 is not the only acceptable Performance Bond form; other standard Payment Bond and Performance Bond forms are acceptable to the State of Iowa.



## **CONSENSUSDOCS 261** **PAYMENT BOND**

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

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

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

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

By virtue of this Bond, the Constructor as Principal and \_\_\_\_\_ as Surety ("Surety"), are bound to the Owner as Obligee 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)



## **CONSENSUSDOCS 260** **PERFORMANCE BOND**

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

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

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

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

By virtue of this Bond, the Constructor as Principal and \_\_\_\_\_ as Surety ("Surety"), are bound to the Owner as Obligee in the maximum amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Bond

Sum"). The Constructor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

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

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

- a. Complete the Work, with the consent of the Owner, through the Constructor or otherwise;
- b. Arrange for the completion of the Work by a Constructor acceptable to the Owner and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Work progresses sufficient funds to pay the cost of completion of the Work less the Contract Balance up to the Bond Sum; or
- c. Waive its right to complete the Work and reimburse the Owner the amount of its reasonable costs, not to exceed the Bond Sum, to complete the Work less the Contract Balance.

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

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

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

By: .....

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

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

(Attach Power of Attorney)

Witness: .....

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

By: .....

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

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

Witness: .....

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



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006280 – SALES TAX EXEMPTION

An Iowa Construction Sales Tax Exemption Certificate will be provided to the Contractor after award of contract. An example Iowa Construction Sales Tax Exemption Certificate is attached for reference following this page.



IOWA  
Department of Revenue  
www.state.ia.us/tax

**Designated Exempt Entity  
Iowa Construction Sales Tax Exemption Certificate**

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor along with an authorization letter. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity <b>DAS - General Services Enterprise - Architectural &amp; Engineering Services</b>		
Address 1 <b>109 Southeast 13th Street</b>		
Address 2		
City <b>Des Moines</b>	State <b>IA</b>	Zip Code <b>50319</b>
Construction Project Name		
Construction Project Number (if used)		

General Contractor or Subcontractor Name		
Address 1		
Address 2		
City	State	Zip Code

Description of contract/subcontract (please print/type clearly)

The named contractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor.

Designated Exempt Entity Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Authorization Letter From DAS - General Services Enterprise - Architectural & Engineering Services**

**A copy of this document must be presented to your supplier(s) prior to purchasing your materials.**

Pursuant to Iowa Code Sections: 422.42 (16) & (17), and 422.47 (5), you are authorized to purchase construction materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your construction materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax and school infrastructure local option sales tax. Complete information on qualifying materials can be found at [www.state.ia.us/tax](http://www.state.ia.us/tax), the Department of Revenue (IDR) website.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this contract. Any materials purchased tax-free and not used on the construction project are subject to sales and applicable local option taxes. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: [idr@iowa.gov](mailto:idr@iowa.gov) if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
  2. Work under other contracts.
  3. Use of premises.
  4. Specification formats and conventions.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: DAS#8855.01 – RFB0917335034
1. Project Location: Iowa Medical & Classification Center, 2700 Coral Ridge Road, Coralville, IA 52241
- B. Owners: State of Iowa, Department of Administrative Services, Hoover Building, Level 3, 1305 East Walnut Street, Des Moines, IA 50319
- C. Architect/Engineer: Shive-Hattery, Samuel W. Bergus, 316 2<sup>nd</sup> Street SE, Suite 500, Cedar Rapids, IA 52406
- D. The Work consists of the following:  
Install a new potable water booster pump, including piping, controls, valves, insulation, and electrical located at the Iowa Medical & Classification Center (IMCC) in Coralville, Iowa. The project also includes the rebuilding of an existing Bell & Gossett pump (Model: VSCS BF 13.00 10X12X13L RHR) and existing pressure reducing valve (10" CLA-Val 90-01).

#### 1.3 WORK UNDER OTHER CONTRACTS

1. No other work contracts will occur in conjunction with this contract.

#### 1.4 WORK BY OWNER

1. None.

1.6 CONTRACTORS USE OF SITE

1. Coordination with Occupants: Contractor shall coordinate demolition activities to allow access to the existing buildings during the entire demolition period. Cooperate with Occupants during demolition period to minimize conflicts and facilitate Occupants day to day operations.
2. Demolition Operations: Limited to areas noted on Drawings.
3. Time Restrictions for Performing Work: Normal working hours shall be from 7:00 am to 3:30 pm Monday through Friday. The project is open to additional hours as necessary to complete the project in a timely manner, but will need to be scheduled with the Owner and CM.
4. The contractor shall be required to have all tools in their control at all times. Tools and materials shall not be left unattended.

1.5 TIME FOR COMPLETION

1. Refer to agreement for Contract Times.

1.6 SPECIFIC CONVENTIONS

1. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

END OF DOCUMENT

## 013000 - ADMINISTRATIVE REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Cutting and patching.
- E. Special procedures.

#### 1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with existing utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- D. 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 and building General Contractor's activities.

#### 1.3 PRECONSTRUCTION MEETING

- A. Construction Manager will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Construction Manager, Architect/Engineer, and Contractor.
- 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 products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing parties in Contract, and Architect/Engineer.

6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.
8. Use of premises by Owner and Contractor.
9. Owner's requirements.
10. Construction facilities and controls provided by Owner.
11. Temporary utilities provided by Owner.
12. Survey and layout.
13. Security and housekeeping procedures.
14. Schedules.
15. Application for payment procedures.
16. Procedures for testing.
17. Procedures for maintaining record documents.
18. Requirements for start-up of equipment.
19. Inspection and acceptance of equipment put into service during construction period.

#### 1.4 PROGRESS MEETINGS

- A. Participate in project conference call meetings with Construction Manager, Engineer and others throughout progress of the Work at maximum bi-weekly intervals.
- B. Attendance Required: Project superintendent, major subcontractors and suppliers, Owner, Construction Manager, Architect/Engineer, as appropriate to agenda topics for each meeting.
- C. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems impeding planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  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.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
  - 1. Uncover Work to install or correct ill-timed Work.
  - 2. Remove and replace defective and non-conforming Work.
  - 3. Remove samples of installed Work for testing.
- C. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- D. Cut masonry and concrete materials using masonry saw or core drill.
- E. Restore Work with new products in accordance with requirements of Contract Documents.

3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- D. Remove debris and abandoned items from area and from concealed spaces.
- E. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- F. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- G. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- H. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review.



END OF SECTION

013200 - WEB BASED CONSTRUCTION MANAGEMENT (*EADOC*)

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Owner and Contractor shall utilize **EADOC LLC's EADOC** system for electronic submittal of all data and documents (unless specified otherwise by the owner's representative) throughout the duration of the Contract. **EADOC** is a web-based electronic media site that is hosted by **EADOC LLC**, utilizing their **EADOC** web solution. **EADOC** 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. **EADOC** 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. **EADOC** is a registered trademark of **EADOC LLC**.

1.2 USER ACCESS LIMITATIONS

- A. The Owners representative will control the Contractor's access to **EADOC** 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 **EADOC** through the Contractor. Entry of information exchanged and transferred between the Contractor and its sub-contractors and suppliers on **EADOC** 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 **EADOC** system) by the Owners Representative and the Contractor will be jointly owned.

1.3 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.

1.4 SUBMITTALS

- A. See Section 01 33 00 SUBMITTAL PROCEDURES:
- B. Preconstruction Submittals
1. List Contractor's key EADOC personnel. Include descriptions of key personnel's roles and responsibilities for this project. Contractor should also identify their organization's administrator on the list.

## 1.5 COMPUTER REQUIREMENTS

- A. The Contractor shall use computer hardware and software that meets the requirements of the **EADOC** system as recommended by **EADOC LLC**. to access and utilize **EADOC** . As recommendations are modified by **EADOC**, 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 **EADOC** 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. **EADOC** currently supports Mozilla's Firefox v3.0-3.6, Apple's Safari V3.0-5.0, and Microsoft's Internet Explorer v7.0-8.0 web browsers for accessing the application.

## 1.6 CONTRACTOR RESPONSIBILITY

- A. The Contractor shall be responsible for the validity of their information placed in **EADOC** 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 **EADOC** to the maximum extent possible. If a form does not exist in **EADOC** 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 **EADOC** (outside what is provided by the owner) and the other programs indicated above as needed.
- B. User Access Administration  
Provide a list of Contractor's key **EADOC** 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 **EADOC**.

## 1.7 CONNECTIVITY PROBLEMS

- A. **EADOC** 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. **EADOC** 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 **EADOC** 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 **EADOC** 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 **EADOC** be grounds for a time extension or cost adjustment to the contract.

## 1.8 TRAINING

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

## PART 2 PRODUCTS

### 2.1 Description

- A. EADOC project management application (no equal) provided by EADOC LLC [www.EADOCsoftware.com](http://www.EADOCsoftware.com)

## PART 3 EXECUTION

### 3.1 *EADOC* UTILIZATION

- A. ***EADOC*** shall be utilized in connection with submittal preparation and information management required by Division One sections. Requirements of this section are in addition to requirements of all other sections of the specifications.
- B. Design Document Submittals  
All design drawings and specifications shall be submitted as cad .dwg files or PDF attachments to the ***EADOC*** submittal work flow process and form.
- C. Shop Drawings  
Shop drawing and design data documents shall be submitted as cad .dwg files or PDF attachments to the ***EADOC*** submittal work flow process and form. Examples of shop drawings include, but are not limited to:
  - 1. Standard manufacturer installation drawings.
  - 2. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
  - 3. Steel fabrication, piece, and erection drawings.
- D. Product Data  
Product catalog data and manufacturers instructions shall be submitted as PDF attachments to the ***EADOC*** submittal work flow process and form. Examples of product data include, but are not limited to:
  - 1. Manufacturer's printed literature.
  - 2. Preprinted product specification data and installation instructions.
- E. Samples  
Sample submittals shall be physically submitted as specified in Section 01330 SUBMITTAL PROCEDURES. Contractor shall enter submittal data information into ***EADOC*** with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:
  - 1. Product finishes and color selection samples.
  - 2. Product finishes and color verification samples.
  - 3. Finish/color boards.
  - 4. Physical samples of materials.

F. Administrative Submittals

All correspondence and pre-construction submittals shall be submitted using **EADOC**. Examples of administrative submittals include, but are not limited to:

1. Digging permits and notices for excavation.
2. List of product substitutions
3. List of contact personnel.
4. Notices for roadway interruption, work outside regular hours, and utility cut overs.
5. Requests for Information (RFI).
6. Network Analysis Schedules and associated reports and updates.  
Each schedule submittal 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.
7. Plans for safety, demolition, environmental protection, and similar activities.
8. 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.
9. Meeting minutes for quality control meetings, progress meetings, pre-installation meetings, etc.
10. Any general correspondence submitted.

G. Compliance Submittals

Test reports, certificates, and manufacture field report submittals shall be submitted on **EADOC** as PDF attachments. Examples of compliance submittals include, but are not limited to:

1. Field test reports.
2. Quality Control certifications.
3. Manufacturers documentation and certifications for quality of products and materials provided.

H. Record and Closeout Submittals

Operation and maintenance data and closeout submittals shall be submitted on **EADOC** 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:

1. Operation and Maintenance Manuals: Final documents shall be submitted as specified.
2. As-built Drawings: Final documents shall be submitted as specified.
3. Extra Materials, Spare Stock, etc.: Submittal forms shall indicate when actual materials are submitted.

I. Financial Submittals

Schedule of Value, Pay Estimates and Change Request Proposals shall be submitted on **EADOC**. Supporting material for Pay Estimates and Change Requests shall be submitted on **EADOC** as PDF attachments. Examples of compliance submittals include, but are not limited to:

1. Contractors Schedule of Values
2. Contractors Monthly Progress Payment Requests
3. Contract Change proposals requested by the project owner.

END OF SECTION

## 013300 - SUBMITTAL PROCEDURES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Demolition progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Proposed Demolition Plan

#### 1.2 SUBMITTAL PROCEDURES

- A. Submittals will be electronically submitted through "EADOCS". Contractor will be invited to join web based program upon issuance of "Letter of Intent".
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. 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 requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at business address or in person. Coordinate submission of related items.
- F. For each submittal for review, allow 3 days excluding delivery time to and from Contractor.

- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

### 1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit preliminary outline Schedule at the preconstruction meeting for coordination with Owner's requirements. After review, submit detailed schedules within 7 days modified to accommodate revisions recommended by Architect/Engineer.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. 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, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

#### 1.4 PROPOSED PRODUCTS LIST

- A. Within 7 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.5 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus one copy Architect/Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 0170 00 - Execution Requirements.

#### 1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Architect/Engineer will retain.



- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 0170 00 - Execution Requirements.

#### 1.7 SAMPLES

- A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer 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; Architect/Engineer will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 0170 00 - Execution Requirements.

#### 1.8 DESIGN DATA

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.9 TEST REPORTS

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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## 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Construction Facilities:
  - 1. Field offices and sheds.
  - 2. Vehicular access.
  - 3. Parking.
  - 4. Progress cleaning and waste removal.
  - 5. Traffic regulation.
- B. Temporary Controls:
  - 1. Barriers.
  - 2. Enclosures and fencing.
  - 3. Water control.
  - 4. Dust control.
  - 5. Erosion and sediment control.
  - 6. Noise control.
  - 7. Pollution control.
- C. Removal of utilities, facilities, and controls.

#### 1.2 FIELD OFFICES AND SHEDS

- A. None Required.

#### 1.3 VEHICULAR ACCESS

- A. Use designated existing on-site roads for construction traffic.

#### 1.4 PARKING

- A. Parking as directed by Owner.
- B. When site space is not adequate, provide additional off-site parking.
- C. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- D. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- E. Do not allow heavy vehicles or construction equipment in parking areas.
- F. Do not allow excessive vehicle parking on existing pavement.

1.5 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition, daily.
- B. Collect and remove waste materials, debris, and rubbish from site daily and dispose of off-site.
- C. Roller magnet entire work area at the end of each shift.

1.6 TRAFFIC REGULATION

- A. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- B. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- C. Haul Routes:
  - 1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
- D. Removal:
  - 1. Remove equipment and devices when no longer required.
  - 2. Repair damage caused by demolition.

1.7 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.8 ENCLOSURES AND FENCING

- A. No permanent enclosure or fence is required. Provide temporary enclosures and fences as necessary to protect the public and secure the site.

1.9 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- C. Contractor shall be responsible to contain all dust within the construction area at all times.

1.10 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.11 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during demolition to original condition.  
Restore permanent facilities used during demolition to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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## 017000 - EXECUTION REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.

#### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- C. Provide closeout documentation as requested by the owner or owner representative.

#### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

#### 1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Prohibit traffic from landscaped areas.

#### 1.5 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 alternates utilized.
  3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  3. Field changes of dimension and detail.
  4. Details not on original Contract drawings.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

024113 - DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for the demolition, removal and/or salvage of existing facilities as required in these specifications and on the drawings. Included are the following topics:

1.2 SUBMITTALS

- A. For utilities or other services requiring removal or abandonment in-place, submit materials documenting completion of such work.

1.3 SAFETY

- A. Verify that all gas, electrical and water utilities have been abandoned or disconnected and associated hazards mitigated, prior to beginning any demolition.
- B. Take all necessary precautions while dismantling piping containing gas, gasoline, oil or other explosive or toxic fluids or gases. Purge lines and contain materials in accordance with all applicable regulations. Store such piping outdoors until fumes are removed.
- C. Maintain a clean and orderly site. Remove debris at end of each workday.
- D. Burning of debris is not permitted.
- E. If hazardous materials are not anticipated, but encountered, terminate operations and contact the DSF Construction Representative immediately. Follow all applicable local, state and federal regulations pertaining to hazardous materials.
- F. Contractors to follow all OSHA guidelines.

1.4 PERMITS

- A. Unless otherwise noted, Contractor shall be responsible for obtaining and paying for all permits necessary to complete demolition work. This includes but is not limited to local Work in Right of Way permits, transportation and/or material disposal permits.

1.5 DISCONNECTION OF SERVICES

- A. Prior to starting removal and/or demolition operations be responsible and coordinate disconnection of all existing utilities, communication systems, alarm systems and other services scheduled for removal.

- B. Disconnect all services in manner which insures continued operation in facilities not scheduled for demolition.
- C. Disconnect all services in manner which allows for future connection to that service.
- D. Disconnect services to equipment at unions, flanges, valves, or fittings wherever possible.
- E. Contractor shall follow all OSHA lock out/tag out regulations.

#### 1.6 REMOVAL/SALVAGING OF ITEMS

- A. Where salvaged items are indicated to be turned over to Owner, deliver to location where designated by Owner. For this project all salvaged items shall be turned over to Owner at the project site.
- B. Where indicated to be incorporated into new work, store the salvaged item in secure location until trade responsible for re-installation mobilizes his equipment and storage facilities to the site, or otherwise accepts responsibility for the salvaged item.

#### 2.1 EQUIPMENT

- A. Use Contractor's normal equipment for demolition purposes and which meets all safety requirements imposed on such equipment.

### PART 3 EXECUTION

#### 3.1 PROTECTION OF EXISTING WORK & FACILITIES

- A. Take all measures necessary to safeguard all existing work and facilities which are outside the limits of the work.
- B. Furnish and install fencing or other barriers as shown on the plans or as otherwise necessary to protect existing features.
- C. Verify the locations of, and protect, any buildings, structures, utilities, paved surfaces, signs, streetlights, utilities, landscaping and all other such facilities that are intended to remain or be salvaged.
- D. Make such explorations and probes as necessary to ascertain any required protection measures that shall be used before proceeding with demolition.
- E. Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection.
- F. Provide protection for workmen, public, adjacent construction and occupants of existing building(s).

- G. Report damage of any facilities or items scheduled for salvaging to the DSF Construction Representative.
- H. Repair or replace any damaged facilities that are not scheduled for demolition.
- I. Explosives shall not be used for demolition.
- J. Keep streets, walks and all other adjacent paved areas clean and swept clear of dirt, mud and debris deposited as a result of this operation.
- K. Protect surrounding area from dust. Control rodents, and other vermin associated with demolition operations.
- L. Provide and maintain measures to contain all dust and debris within the construction area.

### 3.2 DEMOLITION

- A. Remove all equipment, fixtures and other materials scheduled for salvage prior to beginning demolition operations.
- B. Demolish and remove all buildings and structures scheduled for demolition as shown on the plans.
- C. Abandon gas, electric, communication, water and sewer utilities in accordance with local utility company requirements, or applicable substantive requirements if considered private.
- D. Carry out vehicle loading as necessary within the project boundaries or as defined or indicated on the drawings, but not in locations that block vehicular traffic on the streets or pedestrian traffic on adjacent public walks.
- E. Dismantle each structure in an orderly manner to provide complete stability of the structure at all times. Provide bracing and shoring where necessary to avoid premature collapse of structure.
- F. Conduct demolition operations and the removal of rubbish and debris in such a way that a minimum of nuisance dust is caused. Constantly sprinkle rubbish and debris with water if necessary to keep nuisance dust to a minimum.
- G. Where necessary to prevent collapse of any construction, install temporary shores, underpinning, struts or bracing. Do not commence demolition work until all temporary construction is complete.
- H. During the execution of the work, provide, operate, and maintain all pumping equipment, suction and discharge lines in a number of capacity as required to keep all excavations and pits free of water from any source whatsoever at all times.

### 3.3 DISPOSAL OF DEMOLITION WASTE

- A. Transport and dispose all demolition waste in accordance with local, state, and federal guidelines.
- B. Whenever possible, or otherwise required by the Contract Documents, recycle demolition waste.
- C. Demolition waste shall be disposed of at a landfill or dumpsite designed and approved to accept the given waste.
- D. Maintain records documenting recycling and disposal of demolition waste. Record description of material, date removed, quantity removed, method of transport and recycling/disposal destination.

END OF SECTION

**SECTION 22 0500**  
**COMMON WORK RESULTS FOR PLUMBING**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. The work shall include the furnishings of systems, equipment and materials specified in this Division and as called for on the Plumbing Drawings to include supervision, quality control, operation, methods and labor for the fabrication, installation, start-up and tests for the complete plumbing installation. The work shall also include the furnishing of necessary hoisting facilities to set materials and equipment in place and the furnishing of any scaffolding and transportation associated with this work.
- B. Examine the project site and become familiar with existing conditions which will affect the work. Review the drawings and specifications of other trades and take note of conditions to be created which will affect the work. All conditions shall be considered in the preparation of bids; no additional compensation will be made on the behalf of this Contractor.
- C. Provide labor necessary to demolish the existing plumbing systems as shown on the drawings, as described in Part 3.1, Existing Conditions, or as required.
- D. Where noted on the drawings or where called for in other sections of the specification, the Contractor for this division shall install equipment furnished by others, and shall make required service connections. Verify with the supplier of the equipment the requirements for the installation. This contractor shall be responsible for the removal and installation of railings, piping, ductwork, louvers, etc. as required to install new equipment.

**1.2 DAMAGE**

- A. The Contractor shall be responsible for damage to the work of other trades, or to the building and its contents, caused by equipment installation.

**1.3 PERMITS AND INSPECTIONS**

- A. Obtain and furnish necessary permits and inspection certificates for material and labor furnished. Permits and certificates shall be obtained from the proper inspection authorities. The cost of permits, certificates and fees required in connection with the installation shall be borne by the Contractor, unless otherwise noted in the detailed contractual description preceding these specifications. Where applications are required for the procuring of utility services to the building, see that such application is properly filed with the utility, and that information required for such an application is presented to the extent and in the form required by the utility company.

**1.4 CODES AND STANDARDS**

- A. Standards listed by reference, including revisions by issuing authority, form a part of this specification section to the extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation.
- B. Applicable provisions of the following codes and standards are hereby imposed on a general basis for the mechanical work in addition to specific applications specified by individual work sections of these specifications.
  - 1. ANSI/ASHRAE/IES 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings

2. IECC - International Energy Conservation Code
  3. ANSI Pressure Piping Standards (B31)
  4. ASME Boiler and Pressure Vessel Code and State Boiler Code
  5. AWS Standards for Welding
  6. NFPA/NEC 70 - National Electrical Code
  7. Local and/or State Plumbing, Mechanical and Building Codes
  8. Occupational Safety and Health Act (OSHA)
  9. Uniform Plumbing Code
  10. International Mechanical Code
  11. NFPA Codes and Standards
- C. Any product used for dispensing potable water shall meet NSF 61 and NSF 372 testing standards. Third party testing shall be required.
- D. If any work indicated on the drawings or specified herein conflicts in any way with any of the rules and regulations of the above Authorities, the Contractor shall promptly notify the Architect/Engineer in writing and do so no less than 72 hours before bids are opened. In the event the Contractor fails to notify the Architect/Engineer and changes are required by said conflicts, the Contractor shall make such changes as are required without additional cost to this Owner.
- E. Installations must be safe in every respect, and must not create a condition which will be harmful to building occupants; to operating, installing or testing personnel; to workmen; or to the public. The contractor for each installation shall be solely responsible for providing installations which will meet these conditions. If the Contractor believes that the installation will not be safe for all parties, report these beliefs in writing to the Architect/Engineer before any equipment is purchased or work is installed, giving recommendations. The Architect/Engineer will work out required changes and adjustments in contract price where adjustments are warranted.

#### **1.5 DRAWINGS**

- A. A complete set of current up-to-date Project Drawings and Specifications shall be kept on the site at all times. Prior to installing any of the work, check the drawings for dimensions and see that the work does not interfere with clearance required for ceilings, beams, foundations, finished columns, pilasters, partitions and electrical equipment as shown on the drawings and details. After work is installed and it develops that interferences occur which have not been called to the Architect/Engineer's attention before the installation, the Contractor shall, at his own expense, make such changes in his work as directed by the Architect/Engineer.
- B. Because of the scale of the drawings, certain basic items such as pipe fittings, access panels, and sleeves may not be shown; but where such items are required by other sections of these specifications or where they are required by the nature of the work, they shall be furnished and installed. Rough-in dimensions and locations shall be verified with the supplier of equipment furnished by other trades, or by the Owner, prior to the time of roughing-in.
- C. Equipment specification may not deal individually with minute items required such as components, parts, controls and devices which may be required to produce the equipment performance specified, or as required to meet the equipment warranties. Where such items

are required, they shall be included by the supplier of the equipment, whether or not specifically called for.

- D. The drawings and the specifications are cooperative and supplementary. It is the intent of both said drawings and specifications to cover all mechanical requirements in their entirety as nearly as possible. The Contractor shall closely check the drawings and specifications for any obvious errors or omissions and bring any such condition to the attention of the Architect/Engineer prior to the receipt of bids, in order to permit clarification by means of a mailed Addendum. If there is no question prior to the bid proposal date, the Architect/Engineer shall assume that the drawings and specifications are complete and correct and will expect the intent of said documents to be complied with, and the installation to be complete in all respects, according to said intent.
- E. Locate equipment which must be serviced, operated or maintained in fully accessible positions. Minor deviations from the contract drawings may be made to allow for better accessibility, but changes of magnitude, or which involve extra cost, shall not be made without prior approval. Ample space shall be allowed for removal of parts that may require replacement or service in the future.
- F. All valves, pumps, etc. shall be accessible for maintenance purposes. Locate items carefully and coordinate with other trades so that each valve and piece of equipment is accessible and functional. Items located above a non-accessible ceiling, chase, or soffit shall be accessible through an access door. Coordinate location of access doors with the general contractor.

#### 1.6 RESPONSIBILITY

- A. The Contractor's responsibility shall not end with the installation and connecting of the various apparatus. It shall include the services of an experienced superintendent, who shall be constantly in charge of the work, together with the qualified journeymen, helpers and laborers required to properly unload, install, connect, adjust, start, operate and test the work involved, including equipment and materials furnished by other trades or by the Owner, until such time as the entire plumbing installation functions properly in every detail.

#### 1.7 COORDINATION

- A. Coordinate the work with other trades prior to installation.
- B. No piping or equipment, which is foreign to the electrical equipment, or architectural appurtenances shall be run over the top of any electrical panels or electrical equipment, in accordance with NEC 110.26. This does not prohibit sprinkler protection for the installation.
- C. The determination of quantities of material and equipment required shall be made from the drawings. Schedules on the drawings and in the specifications are completed as an aid, but where discrepancies arise, it shall be the Contractor's responsibility to provide the required quantity.
- D. Where the specifications state that equipment shall be furnished, installed or provided, it shall be understood to mean this Contractor shall furnish and install completely, unless it is specifically stated that the equipment is to be furnished and installed by others.
- E. The Architect/Engineer reserves the right to determine space priority of the contractors in the event of interference between the piping and equipment of the various contractors. Conflicts between the drawings and specifications, or between requirements set forth for the various trades, shall be called to the attention of the Architect/Engineer. If clarification is not asked for prior to the taking of bids, it will be assumed that none is required, and that the Contractor has submitted his bid in conformance with plans and specifications as issued and that no interference exists.



- F. No piping or equipment foreign to an elevator hoistway and machine room shall be run inside the hoistway or machine room in accordance with NEC 620.37 and ASME A17.1 Safety Code for Elevators and Escalators.

#### **1.8 GUARANTEE AND MAINTENANCE**

- A. Materials and equipment shall be guaranteed to be free from defects and to be new equipment; no secondhand, used or salvaged equipment will be allowed.
- B. Keep the entire portion of the work in repair, without additional cost to the Owner, so far as defects in workmanship, apparatus, material or construction are concerned for one (1) year from the date of final acceptance, except as otherwise specified herein.
- C. Equipment which fails to meet performance ratings as specified and shown on the drawings shall be removed and replaced by new equipment that meets the specified requirements, without additional cost to the Owner.
- D. Materials and workmanship shall be subject to the review of the Architect/Engineer, in whose presence various tests shall be made as required by these specifications.

### **PART 2 PRODUCTS**

#### **2.1 SUBMITTALS**

- A. Submittal data for plumbing equipment shall consist of shop drawings and/or catalog cuts showing technical data necessary to evaluate the material or equipment to include dimensions, wiring diagrams, performance curves, rating, and other descriptive data necessary to describe fully the item proposed and its operating characteristics. Shop drawings shall be submitted on equipment and materials as required by the specifications.
- B. Approval of materials, including alternate or substitute items, shall be obtained in writing from the Architect/Engineer, verbal approval will not be considered binding.
- C. Shop drawings shall be submitted and shall have been signed, checked, approved, and initialed by the Contractor prior to submittal to the Architect/Engineer. The Architect/Engineer will review shop drawings to aid in interpreting the plans and specifications, and will in so doing assume that the shop drawings conform to specified requirements set forth in this specification. The approval of the shop drawing by the Architect/Engineer does not relieve the Contractor of the responsibility of complying with elements of the specification. The name of the job, Architect/Engineer, location, and specification section shall appear on all pages of shop drawings. Equipment marks (such as S-1, WH-1) shall be indicated for each item.
- D. Near completion of project, before conducting Owner orientation and training sessions and before authorization of final payment, submit to the Owner or their designated Representative for review: three (3) sets of installation and operational information, parts lists, and maintenance instructional manuals. These OMMs shall be organized, formatted and bound in accordance with Division 01 - General Requirements.
- E. At the completion of the project, prepare and submit to the Owner record drawings showing the location of piping and valves. Drawing shall give accurate dimensions of such equipment for future use by the Owner. This drawing shall be submitted as soon as work is completed and before authorization of final payment.

#### **2.2 SUBCONTRACTORS AND MATERIALS**

- A. Submit to the Architect/Engineer for review, when requested, a list of subcontractors, materials and equipment proposed to be used. The list must be reviewed by the Architect/Engineer before this Contractor may enter into any subcontractual agreement. Equipment, materials,

and devices, etc. shall be subject to the review of the Architect/Engineer, whether or not said items are herein specified.

### 2.3 STANDARDS OF MATERIALS AND WORKMANSHIP

- A. Materials shall be new, complete with manufacturer's guarantee or warranty, and shall be as listed by Underwriters Laboratories (UL), Inc., American Water Works Association (AWWA), American Gas Association (AGA), etc., if a standard has been established by that agency for the type of material.
- B. Materials shall also comply with applicable standards of the National Electrical Manufacturer's Association, National Board of Fire Underwriters, National Fire Protection Association, National Safety Council, National Bureau of Standards, the National Electrical Code and the Williams-Steiger Occupational Safety and Health Act of 1970. Such standards are hereby made a part of these specifications.
- C. Work shall be performed by workmen skilled in the particular craft, shall be executed in a workmanlike manner, and shall present a neat mechanical appearance when completed. Align, level and adjust equipment for satisfactory operation, and install so that connecting and disconnecting of piping and accessories can be made readily and so that parts are easily accessible for inspection, operation and maintenance. Methods and techniques of installation shall be subject to the review of the Architect/Engineer.
- D. Materials shall be the standard product of a reputable manufacturer regularly engaged in the manufacture of the specific product. Materials of the same type of class shall be the products of one manufacturer. For example, faucets shall be from the same manufacturer.
- E. Materials shall be protected from damage, and stored indoors or protected from the weather at all times, unless other storage arrangements are approved by the Architect/Engineer.
- F. Bearing lubrication fittings shall be as recommended by the manufacturer and shall be extended, where necessary, to an accessible location.
- G. Material and equipment shall be installed in strict accordance with the manufacturer's recommendations.

### 2.4 MATERIAL SUBSTITUTIONS

- A. Proposals as submitted shall be based on the products specifically named in the specification or on the drawings. Material or equipment by manufacturers other than those specified may be used only by permission of the Architect/Engineer. Such permission for substitution must be requested, in writing and in accordance with Division 01 - General Requirements.
- B. The Architect/Engineer reserves the sole right for the approval of proposed material or equipment, and the phrase, "or approved equivalent", used in these specifications, or on the drawings, shall be interpreted to mean an equivalent approved by the Architect/Engineer.
- C. Changes required by alternate equipment shall be made at no additional cost to the Owner; and costs incurred by other trades, public utilities or the Owner, as a result of the use of such equipment, shall be the responsibility of the Contractor.
- D. Furnish to the Architect/Engineer, when requested, samples of proposed material or equipment substitutions. These samples shall remain with the Architect/Engineer as long as needed.
- E. Identify the differences in alternate material or equipment as compared to that specified, and indicate the benefits to the project as a result of selecting the alternative.
- F. The Architect/Engineer reserves the right to refuse approval of equipment which does not meet the specification, in their opinion, or of equipment for which no local experience of satisfactory

service is available. The Architect/Engineer further reserves the right to reject equipment for which maintenance service and the availability of replacement parts is questionable.

## **2.5 JOINING MATERIALS**

- A. Refer to individual Division 22 piping sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
  - 1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.
    - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
    - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
      - 1) AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- H. Solvent Cements for Joining Plastic Piping:
  - 1. ABS Piping: ASTM D 2235.
  - 2. CPVC Piping: ASTM F 493.
  - 3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
  - 4. PVC to ABS Piping Transition: ASTM D 3138.
  - 5. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

## **2.6 DIELECTRIC FITTINGS**

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig (1725-kPa) minimum working pressure at 180 deg F (82 deg C).
  - 1. Available Manufacturers:
    - a. Capitol Manufacturing Co.

- b. Central Plastics Company.
- c. Eclipse, Inc.
- d. Epco Sales, Inc.
- e. Hart Industries, International, Inc.
- f. Watts Industries, Inc.; Water Products Div.
- g. Zurn Industries, Inc.; Wilkins Div.

## 2.7 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
  - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
  - 2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
  - 3. Packaging: Premixed and factory packaged.

## PART 3 EXECUTION

### 3.1 EXISTING CONDITIONS

- A. Examine the existing buildings and grounds and become familiar with the conditions as they exist, or that will in any manner affect the work under this contract. No allowance will be made subsequently, in this connection, on behalf of the Contractor for any error or negligence by the Contractor.
- B. Existing equipment, such as duct or pipe, in or on the existing building and grounds which is to be replaced, or which interferes in any way with the remodeling of the existing facilities and/or installation of new equipment, shall be removed from the premises or relocated by this Contractor, as directed by the Architect/Engineer. Do not remove from the premises any equipment that may have maintenance value to the Owner without permission of the Owner. Equipment, duct or pipe not to be reused shall be removed from the premises, unless otherwise noted herein or shown on the drawings.
- C. Where existing equipment is removed or changed, all piping no longer in service shall be removed and stubs plugged as directed by the Architect/Engineer. Building surfaces damaged and openings left by removal of equipment shall be repaired by the proper trades and paid for by this Contractor, unless otherwise noted on the drawings. The cutting and fitting shall be done by this Contractor. The cutting of floor, ceiling or wall surfaces shall be done by this Contractor with extreme care, in order to avoid any disrupting or damage of existing utility services which may be encountered. Coordinate with other trades and with the General Contractor or Construction Manager to minimize the damage to the building in order to reduce the amount of patching required.
- D. Where new openings are cut and concealed piping is encountered, such items shall be removed or relocated as required. Where systems to be removed stub through floors, walls or ceilings, openings shall be patched so that no evidence of the former installation remains.
- E. Existing active services (water, gas, sewer, electric), when encountered, shall be protected against damage. Do not prevent or disturb operation of active services that are to remain. If active services are encountered which require relocation, make request to authorities with jurisdiction for determination of procedures. Where existing services are to be abandoned,

they shall be terminated in conformance with requirements of the utility or municipality having jurisdiction.

- F. The location, size and elevation of underground utilities shown on the drawings are in accordance with data supplied by the Owner and/or the various utility companies. The Contractor shall verify this data and shall report any discrepancies to the Architect/Engineer, in writing, before submitting his bid.

### **3.2 INTERRUPTION OF SERVICE**

- A. Changes in service shall be made so as to provide a minimum of interference with the operation of services in the building. When changes require shutdown of building services, notify the proper building authorities no less than 48 hours in advance and obtain approval from these authorities before making changes. Such notices shall give duration and nature of shutdown. Temporary arrangements shall be approved by the Architect/Engineer and/or Owner.

### **3.3 PIPING SYSTEMS - COMMON REQUIREMENTS**

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping at indicated slopes.
- F. Install fittings for changes in direction and branch connections.
- G. Install piping to allow application of insulation.
- H. Select system components with pressure rating equal to or greater than system operating pressure.

### **3.4 OPENINGS, CUTTING, AND PATCHING**

- A. The General Contractor shall coordinate the placing of openings in the new structure, as required for the installation of the plumbing work.
- B. Furnish to the General Contractor the accurate locations and sizes for required openings. This shall not relieve this Contractor of the responsibility of checking to assure that proper size openings are provided. When additional patching is required due to this Contractor's failure to inspect this work, this Contractor shall make arrangements for the patching required to properly close the opening, to include patch painting. This Contractor shall pay any additional cost incurred in this respect.
- C. When cutting and patching of the structure is made necessary due to this Contractor's failure to install piping, sleeves or equipment on schedule, or due to this Contractor's failure to furnish, on schedule, the information required for the leaving of openings, it shall be this Contractor's responsibility to make arrangements for this cutting and patching. This Contractor shall pay any additional cost incurred in this respect.

### 3.5 EXCAVATION AND BACKFILL

- A. Contractor shall coordinate all related activity with General Contractor at least 24 hours before beginning construction activity.
- B. The Contractor shall be responsible for erecting and monitoring of all safety barricades and related protection around excavation and work areas.
- C. Trenches and excavations may be backfilled by the Contractor only after required testing has been satisfactorily performed and locations of connections and appurtenances which will be concealed have been recorded by the Contractor in the construction record documents.

### 3.6 CONCRETE AND MASONRY WORK

- A. Concrete work included herein or shown on the drawings shall be done only by experienced cement finishers. Brickwork, where included, shall be laid only by experienced brick masons. Brick shall be of uniform size, hard burned, and shall be laid in cement mortar, except for patch work at a location where cement and lime mortar has previously been used. Exposed, finish brickwork shall match existing brickwork as closely as practical and shall be to the satisfaction of the Architect/Engineer and Owner.
- B. Concrete bases and pads for mechanical equipment will be furnished by General Contractor. This Contractor shall coordinate size and location.
- C. Locate, furnish and install all support, hanger and equipment anchor bolts and related hardware.

### 3.7 PAINTING

- A. The finish of any item that has been marred, scratched or damaged in any way by this Contractor shall be repainted at the expense of this Contractor, and to the satisfaction of the Architect/Engineer and the Owner.
- B. Painting and finishing of exposed mechanical systems including piping and duct shall be as shown on the drawings .

### 3.8 CLEANING

- A. Keep the premises clean of all dirt and debris, caused by the work in accordance with Division 1 - General Requirements.
- B. Keep the premises clean of all debris caused by the work at all times, and keep materials stored, in areas designated by the Owner, in such a manner as not to interfere with the progress of the work of other Contractors or with the operation of existing facilities.
- C. At the conclusion of the construction, the site shall be thoroughly cleaned of all rubble, debris and unused material and shall be left in good order. Closed off spaces shall be cleaned of waste such as material, cartons, and wood frame members used in the construction.

### 3.9 WIRING FOR PLUMBING EQUIPMENT

- A. The Division 26 Contractor shall provide power including connection to all electrically powered equipment furnished by the Division 22 Contractor. Where electrical disconnect switches are not explicitly specified to be furnished as part of Division 22 equipment, the Electrical Contractor shall furnish suitable type(s) and properly rated electrical disconnect switches for all said mechanical equipment.

- B. Provide integral wiring, alarm wiring, control wiring, temperature control wiring and interlock wiring for equipment furnished, whether or not such wiring is furnished by the equipment vendor.
- C. Except as noted otherwise or where other sections call for motor starters to be furnished by manufacturers as part of their equipment, the Division 26 Electrical Contractor shall furnish motor starters as required for motors furnished by this Division 22 Contractor.
- D. Furnish shop drawings including but not limited to detailed schedules and wiring diagrams to other interested trades including Division 26 electrical contractor for all electrically powered equipment furnished. Schedules shall include: electrical loads and characteristics, max. overcurrent fuse protection / circuit breaker needs, disconnect requirements, motor starter requirements and motor horsepower(s). Include drawings as needed to depict locations of electrical and control panels, service clearances, disconnects as well as wiring connection points.
- E. The Division 22 Contractor shall be responsible to pay for all additional costs incurred due to equipment substitutions by Division 22 Contractor, which require either larger electrical service or service of a different electrical characteristic than scheduled on the Drawings.
- F. Prior to bid submission, this Division 22 Contractor shall review the Electrical Drawings and promptly bring to the attention of the Architect/Engineer, any omissions or errors in the electrical services required for equipment proposed to be furnished.

### 3.10 MOTORS

- A. 3-phase motors 1 HP and larger shall be NEMA Premium Efficiency type.
- B. TEFC and ODP motors for equipment supplied by this contractor shall meet or exceed the listed values when tested in accordance with IEEE Standard 112 Method B as defined by NEMA Standard MG 1-12.6C. Efficiency values listed are based on NEMA Premium Efficiency Motors of NEMA MG 1-2003, Table 12-12 at 1800 RPM:

HP	ODP	TEFC
1	85.5	85.5
1.5	86.5	86.5
2	86.5	86.5
3	89.5	89.5
5	89.5	89.5
7.5	91.0	91.7
10	91.7	91.7
15	93.0	92.4
20	93.0	93.0
25	93.6	93.6
30	94.1	93.6
40	94.1	94.1
50	94.5	94.5
60	95.0	95.0
75	95.0	95.4
100	95.4	95.4
125	95.4	95.4
150	95.8	95.0
200	95.8	95.0

- C. All motors that are indicated to be used with Variable Frequency Drives (VFDs) shall be inverter duty rated. Coordinate all motor requirements with the Electrical Contractor.
- D. All motors controlled by VFD's shall be equipped with a shaft grounding kit to divert adverse shaft currents away from the motor bearings. This contractor shall ensure (via field observation and measurement) that the shaft is effectively grounded upon startup.

### **3.11 PROTECTION**

- A. Special steps shall be taken as necessary for the protection of equipment and materials furnished under Division 22. Equipment and materials shall be protected by Contractor from any physical damage due to weather elements, dirt, dents, sheet rock installation, and painting until the project is completed. Damage, if incurred, shall be promptly repaired at no additional cost to Owner, as-needed to restore equipment and materials to original as-new condition.
- B. Protection of equipment during the finishing (sheet rock, plastering and painting) of the building interior shall be the responsibility of the contractor or contractors performing that work. This shall not relieve this Division 22 Contractor of the ultimate responsibility of checking and ensuring that adequate protection is provided and maintained at all times.
- C. Where the installation or connection of equipment requires Division 22 Contractor to work in areas previously finished by other Contractors, the Division 22 Contractor shall be responsible to ensure that such finished areas are adequately protected and are not marred, soiled or otherwise damaged during the course of their said work. If damage occurs this Division 22 Contractor shall be responsible to arrange for the other Contractors to repair and refinish any damaged areas and shall pay for all repair, rework and refinishing required.
- D. When heavy materials must be placed upon or transported over the roof deck, sheeting shall be placed to distribute the weight and support such materials. Any damage shall be immediately corrected at no cost to the Owner.

### **3.12 NOISE AND VIBRATION**

- A. Contractor shall install all equipment in a such a manner so as to control the transmission of noise and vibration from any installed equipment, components or systems, so the sound level in any occupied area does not exceed NC-35 levels. Contractor shall correct all objectionable noise levels in any occupied areas and at no additional cost to Owner, which are due to improperly installed or isolated equipment, components or systems.

### **3.13 TESTS AND DEMONSTRATIONS**

- A. Systems shall be tested and placed in proper working order prior to demonstrating systems to the Owner.
- B. Prior to acceptance of the plumbing installation, demonstrate to the Owner or his designated representatives essential features and functions of all systems installed, and instruct the Owner in the proper operation and maintenance of such systems.
- C. Furnish the necessary trained personnel to perform the demonstrations and instructions, and arrange to have the manufacturer's representatives for the system present to assist with the demonstrations. The Owner and Contractor shall each sign a certification stating that the training has been performed and the Owner accepts same.



**3.14 UTILITY REBATE APPLICATIONS**

- A. This contractor shall be responsible for gathering information necessary for completing local utility rebate applications, and submitting to the proper utility companies for gas and electric rebates. Potential rebates include high efficiency gas boilers, thermostats, timeclocks, motors, and other items furnished by this plumbing contractor.

**END OF SECTION**

**SECTION 22 0519**  
**METERS AND GAUGES FOR PLUMBING PIPING**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Provide equipment, materials, labor, and supervision necessary to install gauges .
- B. Gauges

1.2 REFERENCE STANDARDS

- A. ASME B40.100 - Pressure Gauges and Gauge Attachments; The American Society of Mechanical Engineers; 2013.
- B. ASTM E1 - Standard Specification for ASTM Liquid-in-Glass Thermometers; 2014.
- C. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers; 2007.

1.3 QUALIFICATIONS

- A. Gauges: Weiss, Weksler, Ashcroft, McDaniel, U.S. Gauge or Therice.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product and installation data. Provide list that indicates use, operating range, total range and location for manufactured components.

**PART 2 PRODUCTS**

2.1 GAUGES

- A. 4 in. compound pressure vacuum gauge, liquid filled, aluminum, steel or stainless steel case, white dial, 1/4-in. male NPT. Range 30 in. vacuum to 100 pound pressure for water, 30 in. vacuum to 30 pound pressure for low pressure steam, 30 in. vacuum to 1-1/2 times system pressure for medium and high pressure steam. Provide siphon (pigtail) for steam gauges. Provide level handle union cock for steam and water gauges.

**PART 3 EXECUTION**

3.1 INSTALLATION

- A. Install gauge for each pump, mounted on 1/4 in. galvanized steel pipe manifold connected to the suction and discharge of the pump, with lever handle union cocks in the manifold on each side of the gauge, so that the gauge may be opened to either the suction or discharge pressure.
- B. Install gauges at pressure reducing valves and at other points as shown on the Drawings.

**END OF SECTION**

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**SECTION 22 0523**  
**GENERAL DUTY VALVES FOR PLUMBING PIPING**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES:**

- A. Provide equipment, materials, labor, and supervision necessary to install valves as indicated on drawings and in schedules, and herein specified.
- B. As nearly as possible, all valves shall be of a single manufacturer.
- C. Valves shall conform to ANSI standard dimensions.
- D. ASME Compliance:
  - 1. ASME B16.10 for ferrous valve dimensions.
  - 2. ASME B31.9 for building services piping valves.
- E. NSF Compliance: NSF/ANSI 61 and/or NSF/ANSI 372 for valve materials for potable-water service. Valves for domestic water must be 3rd Party Certified.

**1.2 SUBMITTALS**

- A. Submit detailed Shop Drawings and Product Data clearly indicating manufacturer, model, size, dimensions and pressure rating.

**1.3 PACKAGING**

- A. Valves shall be furnished or provided with protective packaging to prevent damage during shipping or on the job site.
- B. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads, flange faces, grooves, and weld ends.
  - 3. Set angle, and globe valves closed to prevent rattling.
  - 4. Set ball and plug valves open to minimize exposure of functional surfaces.
  - 5. Set butterfly valves closed or slightly open.
  - 6. Block check valves in either closed or open position.
- C. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- D. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

**1.4 DEFINITIONS**

CWP: Cold working pressure.

EPDM: Ethylene propylene copolymer rubber.

NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.

PTFE: Polytetrafluoroethylene plastic.

SSP - Saturated Steam Pressure

WP - Working Pressure

SWP - Steam Working Pressure

W.O.G. - Water, Oil, Gas Pressure

BR - Bronze

I.B.B.M. - Iron Body, Bronze-Mounted

O.S.&Y. - Outside Screw and Yoke

N.R.S. - Non-Rising Stem

R.S. - Rising Stem

M.S.S. - Manufacturer's Standardization Society of the Valve and Fitting Industry, Inc.

Lead Free: Refers to the wetted surface of pipe, fittings and fixtures in potable water systems that have a weighted average lead content  $\leq 0.25\%$  per Safe Drinking Water Act as amended January 4, 2011, Section 1417. .

## **PART 2 PRODUCTS**

### **2.1 GENERAL**

- A. Materials: Discs, gaskets, packings, seats, diaphragms and lubricants shall conform to recommendations of the valve manufacturer for the intended use.
- B. Body materials, unless otherwise stated:
  - 1. Bronze: 125-150 lbs., ASTM B62
  - 2. High Grade Steam-Metal or Valve-Bronze Alloy: 200-300 lbs., ASTM B61
  - 3. Cast Iron: ASTM A126, Class B
  - 4. Ductile Iron: ASTM A395, A536
  - 5. Cast Steel: ASTM A216
- C. Lead Free silicon bronze (ASTM listed) valves shall be made with corrosion-resistant materials. Manufacturer shall provide third party certification tested in accordance with EN ISO 6509 regarding dezincification corrosion resistance and stress corrosion cracking.
- D. Bronze Valves: NPS 2 (DN 50) and smaller with threaded or solder ends, unless otherwise indicated.
- E. Ferrous Valves: NPS 2-1/2 (DN 65) and larger with flanged ends, unless otherwise indicated.
- F. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

- G. Valve Sizes: Same as upstream piping unless otherwise indicated.
- H. Valve-End Connections:
1. Flanged: With flanges according to ASME B16.1 for iron valves.
  2. Grooved: With grooves according to AWAA C606.
  3. Solder Joint: With sockets according to ASME B16.18.
  4. Threaded: With threads according to ASME B1.20.1.
  5. Copper Press: With sockets according to ASME B16.22/ASTM B75.
- I. Valves in Insulated Piping: With 2-inch stem extensions and the following features:
1. Ball Valves: With extended operating handle of non-thermal-conductive material that meets UL 2043 approved for inside air plenum, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation and memory stops that are fully adjustable after insulation is applied.
  2. Butterfly Valves: Shall have 2" extended neck for insulation clearance.
  3. Gate Valves: With rising stem.

## 2.2 MANUFACTURERS

- A. Subject to compliance with requirements, provide products manufactured by one of the following, as listed for each valve type, or Engineer-approved equivalent.

Valve Type	Approved Manufacturer
Gate, Globe, and Check Valves	Crane, Stockham, Lunkenheimer, Hammond Industrial Series, NIBCO, Milwaukee
Ball Valves	Jamesbury, Apollo, Jenkins, Milwaukee, Watts, Worchester, Powell, or NIBCO
Butterfly Valves	Lined: Keystone, Demco, Milwaukee, Centerline, Nibco High Performance: Jamesbury, Dezurik, Durco
Plug Valves	Flowserve-Nordstrom, Stockham, Dezurik, W-K-M
Automatic Valves	ASCO, Skinner, Clayton, Parker
PVC and CPVC Valves	ASAHI/America, Watts, or Nibco

## 2.3 CHECK VALVES

- A. Provide check valves complying with MSS SP-71 or MSS SP-80 for water, steam, and air shall be as follows unless otherwise shown on the drawings:
1. Non-slam type for pump discharge duty – 2-1/2 in. and larger: I.B.B.M., flanged, class 300, wafer style.

## 2.4 BALL VALVES

- A. Provide ball valves complying with MSS SP-72 or MSS SP-110. Ball valves shall be as follows unless otherwise indicated on the drawings.

1. 2 in. and smaller: ASTM B584 bronze body, 2-piece, full port stainless steel brass ball, screwed or soldered ends with teflon seats and seals, blow out proof stem, tee or lever handle rated to 150 SWP/600WOG.
2. 2 in. and smaller for medical gas systems: ASTM B62 forged brass or bronze body, 3-piece, full port, stainless steel ball, soldered ends with Teflon seats and seals, lever handle.
3. Over 2 in.: ASTM A2116 carbon semi-steel or ASTM A536 ductile iron body, 2-piece, full port stainless steel brass ball, ANSI rated flanged ends with teflon seats and lever handle rated to 150 SWP/600WOG.

## 2.5 BUTTERFLY VALVES

### A. Lined

1. Disc - Aluminum bronze ASTM B148 Class 9B or ASTM B584 Alloy 876 for chilled, heating and condenser water, air, and fuels
2. Seat:
  - a. Buna N hardback type ASTM D735-SB620AABE1E3G for chilled, hot and condenser water, air, fuels.
  - b. Hypalon ASTM D2000 for chemically treated water and water – 10 F to +180 F.
  - c. EPT ASTM D2000 for hot water, low-pressure steam +190 F to +230 F.
3. Stem - Stainless steel dry journal type 416, ASTM A582.
4. Bodies – Semi-steel; ASTM A126 Class B; cast iron, ASTM 448; ductile iron. ASTM A536; or cast steel, ASTM A216. On insulated piping, butterfly valves shall have extended neck suitable for the associated insulation thickness.
5. Actuators - Lever handle with infinite position lever with positive locking feature on valve sizes 2 in. through 5 in. Geared hand wheel on valve sizes 6 in. and larger.
6. General Specifications
  - a. Butterfly valves may be of flanged, wafer, or lug type (lugs drilled and tapped). Grooved valve couplings may be used where grooved piping is applied
  - b. Elastomer seats shall be bonded to a rigid backup ring, be field replaceable, and of the types listed above.
  - c. The disc shall be aluminum bronze of the floating type with no external disc to stem fasteners. Drive is accomplished by a square stem engaging in a broached disc.
  - d. Stems shall be stainless steel of the one-piece type, completely sealed from line flow.
  - e. Working Pressures: 28 in. vacuum to 250 lb. working pressures, 300 lb. test, with bubble-tight end of line shutoff.
  - f. Dead end service at full pressure without the need of a downstream flange.

## 2.6 ACTUATORS, HANDWHEELS, OPERATORS, HANDLES, AND WRENCHES

A. Provide suitable handwheels for gate, globe and drain valves.

B. Valve Actuator Types:

### **GENERAL DUTY VALVES FOR PLUMBING PIPING**

1. Gear Actuator: For quarter-turn valves NPS 8 (ND 200) and larger.
  2. Handwheel: For valves other than quarter-turn types.
  3. Hand lever: For quarter-turn valves NPS 6 (DN 150) and smaller.
  4. Chainwheels: Valve actuation assembly with sprocket rim, brackets, and chain for mounting height.
- C. Provide one plug valve wrench for every 10 plug valves sized 2 in. and smaller, minimum of one. Provide each plug valve, sized over 2 in. with a wrench, with set screw.

### **PART 3 EXECUTION**

#### **3.1 VALVE LOCATIONS – GENERAL**

- A. Unless otherwise noted, shutoff valves shall be provided at all equipment connections (supply and return where applicable) for the following piping: pump suction and discharge, water, air, fuel and gas and drain lines (except on gravity drains from pans). Equipment connections include such items as tanks, pumps, heat exchangers, and similar items.
- B. Check valves of the non-slam type shall be installed at the discharge of pumps unless otherwise shown on the drawings.
- C. Install isolation valves at each branch off of horizontal mains and vertical risers.
- D. All valves 4 in. and larger used for dead end service (future connections) shall be butterfly type (high performance), lugged style with tapped holes in a wafer body.
- E. Install chainwheels on operator for ball and gate valves NPS 4 (DN 100) and larger and more than 96 inches (2400 mm) above floor or more than three feet above ceiling. Extend chains to 60 inches (1520 mm) above finished floor or just above ceiling.

#### **3.2 EXAMINATION**

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent this movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Do not attempt to repair defective valves; replace with new valves.

#### **3.3 VALVE INSTALLATION**

- A. Follow the manufacturer's recommended installation instructions concerning soldering, silver brazing, welding, threading, and installation of flanged valves in order to prevent damage to the valve and assure its maximum efficiency. Additional specific installation requirements are as follows:
  1. Thread pipe for threaded valves to standard length only, using new block dies.



2. Put pipe compound on the pipe end, not into the valve threads. Securely screw pipe and valve together.
  3. Blow out or otherwise thoroughly clean pipe sections before they are installed.
  4. Close valve before installation.
  5. Secure and adjust valves for no leaks and for easy operation.
  6. Install valves with stems horizontal or vertical above the pipe and square with building construction. Install valves in position to allow full stem movement.
  7. Install valves so piping does not place a stress or strain on the valve body. Locate valves for easy access and provide separate support where necessary.
  8. Install extended-stem valves where insulation is indicated. Stems shall be extended such that the handle moves freely without contact with the insulation.
  9. Install drain valves at low points of piping, at each mechanical equipment item, and elsewhere, where indicated.
  10. Locate valves, cock, and hose bibbs to allow easy accessibility for operation, maintenance and repair.
  11. Lugged butterfly valves with rubber-lined seats shall be installed with the disc(s) partially open. Bolts shall be torqued to the manufacturer's recommendations.
- B. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- C. Install check valves for proper direction of flow and as follows:
1. Swing Check Valves: In horizontal position with hinge pin level.
  2. Lift Check Valves: With stem upright and plumb.
- D. When soldering use paste fluxes that are approved by the manufacturer for use with Lead Free Alloys.

### 3.4 PROVISION FOR WRENCHES

- A. One operating wrench shall be provided for every 10 valves of each type not equipped with handwheels or levers. A minimum of two wrenches shall be provided for each type of valve.

### 3.5 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

### 3.6 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. Drawings indicate valve types to be used. If valve applications are not indicated, use the following:
1. Shutoff Service: Ball, Butterfly, or Gate valves.
    - a. Piping NPS 2 (DN 50) and smaller: Furnish bronze ball or gate valves.
    - b. Piping NPS 2-1/2 (DN 65) and larger: Furnish cast-iron butterfly or gate valves with flanged ends.

2. Butterfly Valve Dead-End Service: Single-flange (lug) type.
3. Pump-Discharge Check Valves:
  - a. NPS 2 (DN 50) and Smaller: Spring-loaded lift valves with nonmetallic disc.
  - b. NPS 2-1/2 (DN 65) and Larger for Domestic Water: Center-guided metal-seat check valves.
- B. Install shutoff valve close to water main on each branch and riser serving plumbing fixtures or equipment, on each water supply to equipment, and on each water supply to plumbing fixtures that do not have supply stops. Use ball or gate valves for piping NPS 2 (DN 50) and smaller. Use butterfly or gate valves for piping NPS 2-1/2 (DN 65) and larger.
- C. Install drain valves for equipment at base of each water riser, at low points in horizontal piping, and where required to drain water piping.
  1. Install hose-end drain valves at low points in water mains, risers, and branches.
  2. Install stop-and-waste drain valves where indicated.
- D. Install balancing valve in each hot-water circulation return branch and discharge side of each pump and circulator. Set balancing valves partly open to restrict but not stop flow. Use ball valves for piping NPS 2 (DN 50) and smaller and butterfly valves for piping NPS 2-1/2 (DN 65) and larger. Balancing valves are specified in Division 22 Section "Domestic Water Piping Specialties."
- E. Install calibrated balancing valves in each hot-water circulation return branch and discharge side of each pump and circulator. Set calibrated balancing valves partly open to restrict but not stop flow. Calibrated balancing valves are specified in Division 22 Section "Domestic Water Piping Specialties."
- F. If valves with specified CWP ratings are not available, the same types of valves with CWP ratings may be substituted.
- G. Select valves, except wafer types, with the following end connections:
  1. For Copper Tubing, NPS 2 (DN 50) and Smaller: Threaded, Sweat solder, or Press-to-fit ends.
  2. For Copper Tubing, NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Grooved Mechanical Coupling, Flanged, or Threaded ends .
  3. For Copper Tubing, NPS 5 (DN 125) and Larger: Grooved Mechanical Coupling or Flanged ends.
  4. For Steel Piping, NPS 2 (DN 50) and Smaller: Threaded or Welded ends.
  5. For Steel Piping, NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Grooved Mechanical Coupling, Welded , or Flanged ends.
  6. For Steel Piping, NPS 5 (DN 125) and Larger: Grooved Mechanical Coupling, Flanged, or Welded ends.

3.7 VALVE SCHEDULE

<u>VALVE TYPE</u>	<u>SERVICE</u>
CHECK - ALL SIZES	WATER, AIR AND STEAM FOR PROCESS PIPING SYSTEMS.
BALL - ALL SIZES	DOMESTIC COLD WATER, HOT, AND RECIRCULATING SYSTEMS; FOR OPERATION UP TO 200 PSI AT 500° F.
BUTTERFLY - 2 IN. AND LARGER (LINED)	DOMESTIC COLD WATER, HOT, AND RECIRCULATING SYSTEMS; FOR OPERATION UP TO 200 PSI AT 500° F.
DRAIN	DOMESTIC WATER SYSTEMS
<b>END OF SECTION</b>	

**SECTION 22 0700**  
**PLUMBING INSULATION**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Provide equipment, materials, labor and supervision necessary to install insulation to hot and cold surfaces of piping, tanks, ductwork, fittings and other surfaces.
- B. Insulation shall include insulating materials, jackets, adhesive, mastic coatings, tie wire and other materials as required to complete the insulating work.

**1.2 CODES AND STANDARDS**

- A. Insulating materials, jackets and mastics shall meet flame spread, fuel contribution and smoke developed ratings in accordance with NFPA-90A. Flame spread rating in accordance with NFPA 255, ASTM E-84, or UL 723 of not more than 25; smoke developed rating of not more than 50, unless otherwise noted in this section.
- B. Insulation that has been treated with a flame-retardant additive to meet the flame spread and smoke developed ratings shown above is not permitted.
- C. Insulation materials shall be non-corrosive to the materials they are applied to, including stress corrosion cracking of stainless steel and shall not breed or promote mold, fungus or bacteria.
- D. Insulation shall meet or exceed all requirements of ASHRAE/IES 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings .

**1.3 QUALIFICATION**

- A. Insulating materials by Owens-Corning, Armacell, Pittsburgh-Corning, Knauf, Johns Manville, or Engineer approved equivalent.
- B. Mastics and adhesives as recommended by insulation manufacturer.

**1.4 SUBMITTALS**

- A. Product Data: Submit manufacturer's technical product data and installation instructions for each type of mechanical insulation and jacket. Submit schedule showing manufacturer's product number, flame spread and smoke development rating, k-value, density, temperature limitations, sound absorption coefficients, thickness, and furnished accessories for each mechanical system requiring insulation.

**PART 2 PRODUCTS**

**2.1 INSULATION**

- A. Description:
  - 1. Type A: Preformed, sectional, heavy density fiberglass insulation, suitable for operating temperatures form -20° F to +850° F. Equipped with factory-applied, all-service vapor barrier jacket constructed of white Kraft paper bonded to aluminum foil reinforced with fiberglass yarn, with pressure-sensitive, self-sealing longitudinal laps and butt strips. Thermal conductivity of 0.23 BTU-in/hr-ft<sup>2</sup>-°F @ 75° F mean temperature. Water vapor permeance of 0.02 perms. Johns Manville "Micro-Lok HP or Engineer approved equivalent.
  - 2. Type B: Flexible, elastomeric pipe and sheet insulation with closed-cell structure. Shall comply with ASTM C534, Type I, Grade 1 for tubular materials and ASTM C534 Type II,

Grade 1 for sheet materials. Suitable for operating temperatures from -40° F to 220° F. Outdoor applications, and where otherwise noted, shall receive a weather-resistant, protective, latex enamel finish. Thermal conductivity of 0.28 BTU-in/hr-ft<sup>2</sup>-°F @ 75° F mean temperature. Water vapor permeance of 0.08 perms. Insulation shall be equivalent to Armacell AP Armaflex; adhesive equivalent to Armacell Armaflex 520 or Armaflex 520 BLV Low-VOC Contact Adhesive; finish equivalent to Armacell Armaflex WB finish.

## 2.2 PIPE INSULATION SCHEDULE

<u>SERVICE</u>	<u>TYPE</u>	<u>THICKNESS</u>	<u>PIPE SIZES</u>
DOMESTIC COLD WATER	A	1"	LESS THAN 1-1/2" 1-1/2" AND LARGER

## 2.3 EQUIPMENT INSULATION SCHEDULE (ASHRAE 90.1)

<u>SERVICE</u>	<u>TYPE</u>	<u>THICKNESS</u>
PIPE ANCHORS / GUIDES	B	3/4"
PUMP BODIES (subject to condensation)	A or B	1-1/2"

## 2.4 INSULATION JACKETS

- A. 20-mil high impact PVC secured with spray contact adhesive. All PVC jacketing shall meet the 25/50 SDR. Manville "Zeston 2000" or equivalent.
- B. 6-oz/sq yd UL listed cotton canvas fabric secured with Childers CP50 lagging adhesive.
- C. Fitting and valve jackets shall be premolded PVC with joints and seams sealed with a spray contact adhesive or vapor barrier mastic. Premolded jackets shall be Manville "Zeston 2000" or approved equivalent.
- D. At wall penetrations and on exterior pipe, provide an additional jacket of 0.020 inch thick smooth finish aluminum secured with 0.015 inch thick, 3/8-inch wide aluminum bands. Metal jacket shall have factory applied moisture barrier. Fitting and valve covers to be preformed of same material as adjacent metal jacket.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Use only experienced applicators regularly engaged in the trade. Rough work will be rejected. Application details shall be in accordance with the insulation materials supplier's recommendations, except where a higher standard is specified.
- B. Install materials after systems have been tested and approved. Material such as rust, scale, dirt and moisture shall be removed from surfaces to be insulated.
- C. Insulation shall be kept clean and dry at all times.
- D. Where pipes and ducts pass through fire rated walls, floors and partitions, a fire seal shall be provided.
- E. When flexible cellular insulation is used, it shall be installed with seams and joints sealed with contact adhesive.

1. Wherever possible, the insulation shall be placed over the pipe before it is installed. Seal the butt joints with Armacell Armaflex 520, or Armaflex 520 BLV Low-VOC Contact Adhesive or equal.
2. Where the insulation cannot be slipped on, cut the insulation longitudinally and apply it to the piping. Seal longitudinal seam and butt joints with Armacell Armaflex 520 adhesive, or Armaflex 520 BLV Low-VOC Contact Adhesive or equal. In all cases, the insulation, equal to Armacell AP, protected with half-round PVC sleeves the length of three times the nominal pipe size, minimum length to be 8 inches.

### 3.2 PIPE INSULATION INSTALLATION

- A. Insulate fittings, valves, unions, flanges, strainers, flexible connections and expansion joints with premolded or mitered segments of same insulating material as for adjacent pipe covering.
- B. Pipe insulation shall continue through sleeves and hangers with vapor barrier and/or jacket.
- C. Insert to be between support shield and piping but under the finish jacket. Provide an insert at hangers not less than 6 inches long, of same thickness and contour as adjoining insulation, to prevent insulation from sagging at support points. Inserts shall be heavy density insulating material suitable for the planned temperature range. Factory fabricated inserts may be used.
- D. Neatly finish insulation at supports, protrusions and interruptions.
  1. On hot systems where fittings are to be left exposed, insulation ends shall be beveled away from bolts for easy access.
  2. On cold systems, valve stems shall be sealed with caulking which allows free movement of the stem, but provides a seal against moisture incursion.
- E. For outdoor pipe insulation, increase pipe insulation thickness by 1/2" from thickness listed in schedule.
- F. Wherever piping penetrates a floor or is exposed in a finished area such as kitchens, furnish a floor pipe escutcheon and/or PVC (white) jacket to protect insulation and allow for a smooth finish for cleaning.

### 3.3 EQUIPMENT INSULATION INSTALLATION

- A. Do not insulate factory-insulated equipment.
- B. Apply insulation as close as possible to equipment by grooving, scoring and beveling insulation, if necessary. Secure insulation to equipment with studs, pins, clips, adhesive, wires or bands.
- C. Fill joints, cracks, seams and depressions with bedding compound to form smooth surface. On cold equipment, use vapor barrier cement.
- D. Cover insulation with metal mesh and finish with 1/4" coat of insulating cement applied in two 1/8" layers, if non-faced insulation is used.
- E. Do not insulate over nameplate or ASME stamps. Bevel and seal insulation around such.
- F. When equipment with insulation requires periodical opening for maintenance, repair or cleaning such as at manway covers or strainer plugs, install insulation in such a manner that it can be easily removed and replaced without damage. Removable insulation shall have a vapor-proof cover fabricated so as to allow it to be resealed to the equipment vapor barrier.

**IMCC Potable Water Pump DAS#8855.00**

**RFB#0917335034**

**Project # 2164270**

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- G. Joints shall be sealed with 2" wide vapor barrier tape or strips to match insulation jacket, using a fire-resistive adhesive.

**END OF SECTION**

**SECTION 22 0900**  
**INSTRUMENTATION AND CONTROL FOR PLUMBING**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Provide materials, labor, and supervision necessary to integrate new pump (P-3) to be controlled by system currently controlling existing pumps (P-1, and P-2). The system shall include all computer software and hardware, operator input/output devices, automation sensors and controls, wiring, piping, installation, supervision and labor, calibration, adjustments and check out necessary for a complete and fully operational system.
- B. The contractor shall also provide materials, labor, and supervision necessary to provide a remote display showing the pressure reading of the existing pressure sensor located on the water supply line within the existing meter pit. The display shall be located on the interior of the south wall of the boiler house control room.
  - 1. The contractor shall run a new conduit underground from the existing meter pit to an LB box at the exterior side of the south wall of the boiler building. A conduit shall be run from the LB box to the location of the remote display.

**1.2 QUALIFICATIONS**

- A. The control system shall meet specifications and qualifications as described.
- B. The pump control system shall be a modification of the existing Bell & Gossett Technologic 5500 Series Pump Controller.
- C. The contractor may elect to subcontract the installation and modification of the electronic control system but will be responsible in total as outlined above.
- D. All products used in this installation shall be new, currently under manufacture, and shall be applied in similar installations for a minimum of 2 years. This installation shall not be used as a test site for any new products unless explicitly approved by the Owner's representative in writing prior to bid date. Spare parts shall be available for at least 10 years after completion of this contract. List below only products, construction, and equipment that the reader might expect to find in this Section but are specified elsewhere.

**1.3 DESCRIPTION**

- A. The existing pump controller shall be used to provide the functions necessary for control of the existing pumps and new pump on this project.
- B. The documentation is schematic in nature. The Contractor shall provide hardware and software necessary to implement the functions and sequences shown.

**1.4 CODES & STANDARDS**

- A. Wiring performed by the Contractor shall be installed in accordance with all applicable local, state, and national codes.
- B. Instrumentation hardware shall be supplied to directly interface with Instrument Society of America (ISA) Standards.
- C. Meet requirements of all applicable standards and codes, except when more detailed or stringent requirements are indicated by the Contract Documents, including requirements of this Section.



1. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
2. National Electrical Code - NFPA 70.
3. Federal Communications Commission - Part J.

#### **1.5 WARRANTY**

- A. Labor & materials for control system specified shall be warranted free from defects for a period of twelve (12) months after final completion acceptance by the Owner. Control System failures during the warranty period shall be adjusted, repaired, or replaced at no charge or reduction in service to the Owner. The Contractor shall respond to the Owner's request for warranty service within 24 hours during customary business hours.

#### **1.6 OWNERSHIP OF PROPRIETARY MATERIAL**

- A. All project developed hardware and software shall become the property of the Owner. These include but are not limited to: Project graphic images, Record drawings, Project database, Job-specific application programming code, All documentation.

### **PART 2 PRODUCTS**

#### **2.1 SUPERVISED TRAINING**

- A. Provide one-half working day (4 hours) of supervised training for up to four of the Owners representatives simultaneously to include system operation, programming, report generation, and construction of graphics. Training shall take place at the project site during the normal work hours of 8am to 5pm weekdays. Training shall include:
  1. Operator control functions including graphic generation and field panel programming.
  2. Explanation of adjustment, calibration and replacement procedures.
- B. The technical training will also include adequate instruction and documentation to enable maintenance staff to trouble shoot, repair, and maintain entire system and recreate all programming without factory assistance.

#### **2.2 AUXILIARY CONTROL DEVICES**

- A. Sensors:
- B. Flow Switches
  1. Flow-proving switches shall be either paddle or differential pressure type for proof of flow application.
  2. Paddle type switches (water service only) shall be UL listed, SPDT snap-acting with pilot duty rating (125 VA minimum). Adjustable sensitivity with NEMA Type 1 enclosure unless otherwise specified:
  3. Differential pressure type switches (air or water service) shall be UL listed, solid state, SPDT snap-acting, pilot duty rated (125 VA minimum), NEMA Type 1 enclosure, with scale range and differential suitable for intended application, or as specified. Mercoid type switches shall not be used for equipment that vibrates such as chillers, etc. Differential pressure switches shall be by Orange Research or approved equal.
  4. Current sensing relays may be used for flow sensing or terminal devices.
- C. Relays

1. Control relays shall be UL listed plug-in type with dust cover. Contact rating, configuration, and coil voltage suitable for application.
  2. Time delay relays shall be UL listed solid-state plug-in type with adjustable time delay. Delay shall be adjustable plus or minus 200% (minimum) from set-point shown on plans. Contact rating, configuration, and coil voltage suitable for application. Provide NEMA Type 1 enclosure when not installed in local control panel.
- D. Transformers and Power Supplies
1. Control transformers shall be UL listed, Class 2 current-limiting type, or shall be furnished with over-current protection in both primary and secondary circuits for Class 2 service.
  2. Unit output shall match the required output current and voltage requirements. Current output shall allow for a 50% safety factor. Output ripple shall be 3.0 mV maximum Peak-to-Peak. Regulation shall be 0.10% line and load combined, with 50 microsecond response time for 50% load changes. Unit shall have built-in over-voltage protection.
  3. Unit shall operate between 0° C and 50° C.
  4. Unit shall be UL recognized.
- E. Local Control Panels
1. All indoor control cabinets shall be fully enclosed NEMA Type 1 construction with hinged door, key-lock latch, removable sub-panels. A single key shall be common to all field panels and sub-panels.
  2. Interconnections between internal and face-mounted devices pre-wired with color-coded stranded conductors neatly installed in plastic troughs and/or tie-wrapped. Terminals for field connections shall be UL listed for 600-volt service, individually identified per control/interlock drawings, with adequate clearance for field wiring. Control termination's for field connection shall be individually identified per control drawings.
  3. Provide on/off power switch with over-current protection and main air gauge for control power sources to each local panel.
- F. Auxiliary Devices
1. Furnish and install all necessary auxiliary electronic devices as appropriate to accomplish the sequence as specified. These totally electronic devices shall include (but not be limited to) such items as load limiting controllers, low signal selectors, high signal selectors, remote reset control devices, floating alarm units, staging networks, damper position indicators, unison amplifiers, reversing networks, sequencing networks and electronic power supplies.

## 2.3 WIRING

- A. All electric wiring required for the control system and any interlock wiring required for the controls sequence shall be provided by the Contractor.
- B. All line voltage control wiring shall be run in conduit. Reference Division 26 for requirements.
- C. Wire shall be a minimum of #18 gauge, color coded, stranded wire for all low voltage, electronic circuit with "spares" installed (one for every group of 10 wires) in conduit.
- D. Coordinate the requirements for 120V circuits for the ASC's. All control transformers shall be the responsibility of this contractor. Reference the electrical drawings for circuit locations.

## **2.4 SEQUENCE OF OPERATION**

- A. The current controller uses the existing pumps, P-1 and P-2, in a standard lead/lag configuration, with an adjustable time range for alternating which pump is used in the lead position.
- B. The controller shall be modified to use the new pump, P-3, as the primary pump to meet the adjustable pressure setting by varying the speed of P-3. If the pressure setting cannot be satisfied with P-3 running at full speed, the controller shall engage P-1 and P-2 in a lead/lag configuration in order to meet the pressure setting.

## **PART 3 EXECUTION**

### **3.1 INSTALLATION**

- A. Install wiring in a neat and workmanlike manner. Wiring to finished spaces shall be run concealed.
- B. All work is to be installed by a qualified person skilled in the installation of electronic control systems. The control company representative is responsible for the proper installation of the control system and will provide supervision of the installation.
- C. Wire the flow switches and other chiller control devices not factory wired. Reference the chiller specification.
- D. Install damper actuators for all automatic dampers.
- E. Install terminal equipment controllers on terminal boxes and provide all necessary control wiring.
- F. Install system and materials in accordance with manufacturer's instructions and roughing -in drawings, and details and drawings. Install electrical work and use electrical products complying with requirements of applicable Division 26 sections of these specifications. Mount controllers at convenient locations and heights.
- G. Wiring. The term "wiring" is defined to include providing of wire, conduit and miscellaneous materials as required for mounting and connecting electric control devices.
- H. Wiring System. Install complete wiring system for electric-electronic temperature controls. Conceal wiring, except in mechanical rooms and areas where other conduit and piping are exposed. Provide multi-conductor instrument harness (bundle) in place of single conductors where number of conductors can be run along common path. Fasten flexible conductors bridging cabinets and doors, neatly along hinge side, and protect against abrasion. Tie and support conductors neatly.
- I. Number-code or color-code conductors, appropriately for future identification and servicing of control system.

### **3.2 ON-SITE TESTING**

- A. Provide Engineer and/or Owner approved operation and acceptance testing of the complete system. The Engineer and/or Owner will witness all tests.
- B. Field Test. When installation of the system is complete, calibrate equipment and verify transmission media operation before the system is placed in line. All testing, calibrating, adjusting and final field tests shall be completed by the installer. Provide a cross-check of each control point within the system by making a comparison between the control command and the field-controlled device. Verify that all systems are operable from local controls in the specified

failure mode upon panel failure or loss of power. Submit the results of functional and diagnostic tests and calibrations to the Engineer for final system acceptance.

### 3.3 SERVICE AND GUARANTEE

- A. Description of Work. The adjustment and repair of the system includes all computer equipment, software updates, transmission equipment and all sensors and control devices. Provide the manufacturer's required adjustment and all other work necessary.
- B. Personnel. Provide qualified personnel to accomplish all work promptly and satisfactorily. Owner shall be advised in writing of the name of the designated service representative, and of any changes in personnel.
- C. Emergency Service. Owner shall initiate service calls when the system is not functioning properly. Qualified personnel shall be available to provide service to the complete system. Furnish Owner with a telephone number where service representative can be reached at all times. Service personnel shall be at the site within 4 hours after receiving a request for service. Restore the control system to proper operating condition within 24 hours.
- D. Operation. Performance of scheduled adjustment and repair shall verify operation of the system as demonstrated by the initial performance test.

### 3.4 EXAMINATION

- A. The project plans shall be thoroughly examined for control device and equipment locations, and any discrepancies, conflicts, or omissions shall be reported to the Architect/Engineer for resolution before rough-in work is started.

### 3.5 GENERAL WORKMANSHIP

- A. Install equipment, piping, wiring/conduit parallel to building lines (i.e. horizontal, vertical, and parallel to walls) wherever possible.
- B. Provide sufficient slack and flexible connections to allow for vibration of piping and equipment.
- C. Install all equipment in readily accessible location as defined by chapter 1 article 100 part A of the NEC. Control panels shall be attached to structural walls unless mounted in equipment enclosure specifically designed for that purpose. Panels shall be mounted to allow for unobstructed access for service.
- D. Verify integrity of all wiring to ensure continuity and freedom from shorts and grounds.
- E. All equipment, installation, and wiring shall comply with acceptable industry specifications and standards for performance, reliability, and compatibility and be executed in strict adherence to local codes and standard practices.

### 3.6 INSTALLATION OF SENSORS

- A. Install sensors in accordance with the manufacturer's recommendations.
- B. Mount sensors rigidly and adequate for the environment within which the sensor operates.
- C. All wires attached to sensors shall be air sealed in their conduits or in the wall to stop air transmitted from other areas affecting sensor readings.
- D. All pipe mounted temperature sensors shall be installed in wells. Install all liquid temperature sensors with heat conducting fluid in thermal wells.

### 3.7 WARNING LABELS

- A. Affix plastic labels on each starter and equipment automatically controlled through the Control System including all air handling unit fans at doors. Label shall indicate the following:

**C A U T I O N**

This equipment is operating under  
automatic control and may start at  
any time without warning.

### 3.8 IDENTIFICATION OF HARDWARE AND WIRING

- A. All wiring and cabling, including that within factory-fabricated panels, shall be labeled at each end within 2" of termination with a cable identifier and other descriptive information.
- B. Permanently label or code each point of field terminal strips to show the instrument or item served.
- C. Identify control panels with minimum 1 cm letters on laminated plastic nameplates.
- D. Identify all other control components with permanent labels. Identifiers shall match record documents All plug-in components shall be labeled such that removal of the component does not remove the label.

### 3.9 CLEANING

- A. This contractor shall clean up all debris resulting from his or her activities daily. The contractor shall remove all cartons, containers, crates, etc. under his control as soon as their contents have been removed. Waste shall be collected and placed in a location designated by the Construction Manager or General Contractor.
- B. At the completion of work in any area, the Contractor shall clean all of his/her work, equipment, etc., making it free from dust, dirt and debris, etc.
- C. At the completion of work, all equipment furnished under this Section shall be checked for paint damage, and any factory finished paint that has been damaged shall be repaired to match the adjacent areas. Any metal cabinet or enclosure that has been deformed shall be replaced with new material and repainted to match the adjacent areas.

### 3.10 PROTECTION

- A. The Contractor shall protect all work and material from damage by his/her work or workers, and shall be liable for all damage thus caused.
- B. The Contractor shall be responsible for his/her work and equipment until finally inspected, tested, and accepted. The Contractor shall protect his/her work against theft or damage, and shall carefully store material and equipment received on site that is not immediately installed. The Contractor shall close all open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign objects.

### 3.11 FIELD QUALITY CONTROL

- A. All work, materials and equipment shall comply with the rules and regulations of applicable local, state, and federal codes and ordinances as identified in Part 1 of this Section.
- B. Contractor shall continually monitor the field installation for code compliance and quality of workmanship. All visible piping and or wiring runs shall be installed parallel to building lines and properly supported.

- C. Contractor shall arrange for field inspections by local and/or state authorities having jurisdiction over the work.

### 3.12 ACCEPTANCE

- A. The control systems will not be accepted as meeting the requirements of Completion until all tests described in this specification have been performed to the satisfaction of both the Engineer and Owner. Any tests that cannot be performed due to circumstances beyond the control of the Contractor may be exempt from the Completion requirements if stated as such in writing by the Owner's representative. Such tests shall then be performed as part of the warranty.

**END OF SECTION**

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**SECTION 22 1123**  
**DOMESTIC WATER PUMPS**

**GENERAL**

**1.1 SECTION INCLUDES**

- A. Provide materials, equipment, labor and supervision necessary to install pumps as required by the Drawings and this Section.

**1.2 QUALIFICATIONS**

- A. Centrifugal pumps shall be by Aurora, Bell & Gosset, TACO, Armstrong or PACO. Model numbers and electrical characteristics as scheduled on Drawings.

**1.3 PERFORMANCE AND TEST**

- A. Pump capacities and ratings shall be as scheduled on Drawings.
- B. Pump performance and motor characteristics shall be such that motor will not be loaded beyond its service factor if operating head is reduced to 80% of specified head.
- C. Pumps shall be factory-tested at specified conditions.

**1.4 SUBMITTALS**

- A. Product Data: Submit manufacturer's pump specifications, installation and start-up instructions, and current accurate pump characteristic performance curves with selection points clearly indicated.
- B. Shop Drawings: Submit manufacturer's assembly-type shop drawings indicating dimensions, weight loadings, required clearances, and methods of assembly of components.
- C. Wiring Diagrams: Submit manufacturer's electrical requirements for power supply wiring to pumps. Submit manufacturer's ladder-type wiring diagrams for interlock and control wiring. Clearly differentiate between portions of wiring that are factory-installed and portions to be field-installed.

**PRODUCTS**

**2.1 DOMESTIC WATER CIRCULATING PUMP(S)**

- A. Pump(s) shall be in-line type for installation in vertical or horizontal piping and shall be capable of being serviced without disturbing piping connections.
- B. Pump body shall be cast bronze ASTM #B584, rated 175 psi working pressure, with gauge ports at nozzles, and with vent and drain ports.
- C. Impeller shall be non-ferrous material, enclosed type, dynamically balanced, keyed to the shaft and secured by a locking cap screw or nut.
- D. The liquid cavity shall be sealed from the pump bearing by an internally-flushed mechanical seal with ceramic seat of at least 98% alumina oxide content, and carbon seal ring, suitable for continuous operation at 225° F. A non-ferrous shaft sleeve shall completely cover the wetted area under the seal.
- E. Pump bearing bracket shall have oil lubricated bronze journal and thrust bearings. Bracket shaft shall be alloy steel having ground and hardened thrust bearing faces. A flexible coupling to dampen starting torque and torsional vibrations shall be employed.



- F. The motor shall meet NEMA specifications.
- G. Each pump shall be factory tested. It shall then be thoroughly cleaned and painted with at least one coat of high-grade machinery enamel prior to shipment.
- H. Each pump shall be checked by the contractor and regulated for proper differential pressure, voltage and amperage draw. This data shall be noted on a permanent tag or label and fastened to pump for owner's reference.

## **2.2 FINISH**

- A. Pumps shall be thoroughly cleaned and painted with machine enamel prior to shipment.
- B. Finish marred during installation shall be touched up.

## **EXECUTION**

### **3.1 PREPARATION**

- A. In-line pumps shall be mounted in accordance with the pump manufacturer's recommendations. Layout piping system to accommodate motor removal requirements.

### **3.2 INSTALLATION**

- A. Install pumps for all fluid systems as required by the Drawings.
- B. Provide the following for each centrifugal pump:
  - 1. Flexible connector in suction and discharge line.
  - 2. Strainer and shutoff valve in suction line.
  - 3. Check valve, flow indicator, and shutoff valve in discharge lines.
  - 4. Pressure gauge with snubbers and turn cocks in both pump suction and discharge.
- C. Suction inlet pipe for centrifugal pumps shall be a straight section of pipe of not less than five (5) pipe diameters in length between pump suction flange and any change in direction of suction line. Where space conditions will not permit suction inlet pipe of required length, provide a suction diffuser installed per manufacturer's instructions..

### **3.3 START-UP ASSISTANCE**

- A. The manufacturer shall provide start-up assistance in the form of a factory trained service technician.
- B. After installation, pump shall be laser aligned to verify installation and final alignment, and any adjustments necessary shall be made by the Contractor prior to turning system over to Owner.

**END OF SECTION**

**SECTION 22 2124**  
**PUMP REPAIR**

**GENERAL**

**1.1 SECTION INCLUDES**

- A. Provide materials, equipment, labor and supervision necessary to repair pumps as required by this Section.

**PART 2 PRODUCTS**

**2.1 SPLIT CASE CENTRIFUGAL PUMPS**

- A. Provide materials and labor necessary to rebuild existing Bell & Gossett pump, Model: VSCS BF 13.00 10X12X13L RHR pump located in pump house.
- B. Contractor to replace seals, bearings, and shaft, with new, unused parts.
- C. Contractor to replace impeller with new, bronze impeller. Impeller shall be treated with an epoxy ceramic surfacer prior to installation. 3M Scotchkote or approved equivalent.
- D. Impeller shall be all bronze enclosed type keyed to shaft and secured with lock nut. Dynamically and hydraulically balanced for quiet operation.
- E. Shaft shall be heat-treated carbon steel with grease-lubricated ball or roller bearings.
- F. Shaft seals shall be mechanical type, carbon face with ceramic seat. Seals shall be suitable for fluid temperatures up to 240° F. For treated water up to 500 ppm concentration of polyphosphates, provide auxiliary approved means necessary to meet this requirement.
- G. After installation, pump shall be laser aligned to verify installation and final alignment, and any adjustments necessary shall be made by the Contractor prior to turning system over to Owner.
- H. Replace shaft bearings in Emerson D200P2C electric motor connected to pump being repaired.
- I. Provide a shaft grounding kit on repaired motor. Kit to be Aegis SGR, or approved equivalent.
- J. **PRESSURE REDUCING VALVE**
  - 1. Provide materials and labor necessary to rebuild existing 10" Cla-Val 90-01 pressure reducing valve located in pump house.
  - 2. Provide new diaphragm, disc, O-ring, seals, and additional parts necessary to refurbish valve to original operating parameters.

**END OF SECTION**

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**SECTION 26 0500**  
**COMMON WORK RESULTS FOR ELECTRICAL**

**PART 1 GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Electrical equipment coordination and installation.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For sleeve seals.

1.5 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
  - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
  - 2. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Comply with applicable provisions of Occupational Safety and Health Act (OSHA), NFPA Standards and Pamphlets, NEIS Standards, and common work place practice.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

**END OF SECTION**

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**SECTION 26 0519**  
**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Wiring connectors.
- C. Electrical tape.
- D. Wire pulling lubricant.
- E. Cable ties.

**1.2 RELATED REQUIREMENTS**

**1.3 REFERENCE STANDARDS**

- A. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy; 2009.
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- G. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- H. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- I. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

**1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
  - 3. Notify Architect/Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

## 1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

## 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

## 1.8 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F (-10 degrees C), unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect/Engineer and obtain direction before proceeding with work.

# PART 2 PRODUCTS

## 2.1 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Metal-clad cable is not permitted.

## 2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.

2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  3. Tinned Copper Conductors: Comply with ASTM B33.
- F. Minimum Conductor Size: 12 AWG.
- G. Conductor Color Coding:
1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  2. Color Coding Method: Integrally colored insulation.
  3. Color Code:
    - a. 480Y/277 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Brown.
      - 2) Phase B: Orange.
      - 3) Phase C: Yellow.
      - 4) Neutral/Grounded: Gray.
    - b. Equipment Ground, All Systems: Green.
    - c. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

## 2.3 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
1. Copper Building Wire:
    - a. General Cable
    - b. Nexans Energy USA
    - c. The Okonite Company
    - d. Prysmian Power Cables and Systems: [www.us.prysmian.com](http://www.us.prysmian.com)
    - e. Southwire Company: [www.southwire.com](http://www.southwire.com).
    - f. Superior Essex
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.



D. Insulation Voltage Rating: 600 V.

E. Insulation:

1. Copper Building Wire: Type THHN/THWN-2, except as indicated below.

## **2.4 WIRING CONNECTORS**

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 26 0526.

C. Wiring Connectors for Splices and Taps:

1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.

D. Wiring Connectors for Terminations:

1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
4. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.
5. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
6. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.

E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

G. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.

1. Manufacturers:

- a. 3M: [www.3m.com](http://www.3m.com).
- b. Ideal Industries, Inc: [www.idealindustries.com](http://www.idealindustries.com).
- c. NSI Industries LLC: [www.nsiindustries.com](http://www.nsiindustries.com).

- H. Mechanical Connectors: Provide bolted type or set-screw type.
  - 1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilsco.com](http://www.ilsco.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- I. Compression Connectors: Provide circumferential type or hex type crimp configuration.
  - 1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilsco.com](http://www.ilsco.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- J. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
  - 1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilsco.com](http://www.ilsco.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).

## 2.5 WIRING ACCESSORIES

- A. Electrical Tape:
  - 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
  - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.

- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as shown on the drawings.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

### 3.3 INSTALLATION

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Include circuit lengths required to install connected devices within 10 ft (3.0 m) of location shown.
  - 4. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
  - 5. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
  - 6. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are shown as separate, combining them together in a single raceway is permitted, under the following conditions:
    - a. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.
    - b. Increase size of conductors as required to account for ampacity derating.
    - c. Size raceways, boxes, etc. to accommodate conductors.
  - 7. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Pull all conductors and cables together into raceway at same time.
  - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.

4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
  1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
- G. Terminate cables using suitable fittings.
- H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- I. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- J. Make wiring connections using specified wiring connectors.
  1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  3. Do not remove conductor strands to facilitate insertion into connector.
  4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
  5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- K. Insulate ends of spare conductors using vinyl insulating electrical tape.
- L. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- M. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

### 3.4 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.

- C. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- D. Correct deficiencies and replace damaged or defective conductors and cables.

**END OF SECTION**

**SECTION 26 0529**  
**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

**1.2 RELATED REQUIREMENTS**

- A. Section 26 0534 - Conduit: Additional support and attachment requirements for conduits.
- B. Section 26 0537 - Boxes: Additional support and attachment requirements for boxes.

**1.3 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
  - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
  - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 5. Notify Architect/Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

**1.5 QUALITY ASSURANCE**

- A. Comply with NFPA 70.
- B. Comply with applicable building code.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

**PART 2 PRODUCTS**

**2.1 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:

1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 2.5. Include consideration for vibration, equipment operation, and shock loads where applicable.
  4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  5. Do not use wire, chain, or perforated pipe strap for permanent supports unless specifically indicated or permitted.
  6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
1. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
    - b. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - c. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - d. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- D. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
1. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
    - b. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - c. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - d. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- E. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.

1. Comply with MFMA-4.
  2. Channel (Strut) Used as Raceway (only where specifically indicated): Listed and labeled as complying with UL 5B.
  3. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch (2.66 mm).
  4. Minimum Channel Dimensions: 1-5/8 inch (41 mm) width by 13/16 inch (21 mm) height.
  5. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
    - b. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - c. Unistrut, a brand of Atkore International Inc: [www.unistrut.com](http://www.unistrut.com).
- F. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Equipment Supports: 1/2 inch (13 mm) diameter.
    - b. Single Conduit up to 1 inch (27mm) trade size: 1/4 inch (6 mm) diameter.
    - c. Outlet Boxes: 1/4 inch (6 mm) diameter.
- G. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
  2. Steel: Use beam clamps, machine bolts, or welded threaded studs.
  3. Plastic and lead anchors are not permitted.
  4. Powder-actuated fasteners are not permitted.
  5. Hammer-driven anchors and fasteners are not permitted.

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.



- D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- E. Install support and attachment components for steel conduits in accordance with NECA 101
- F. Unless specifically indicated or approved by Architect/Engineer, do not provide support from roof deck.
- G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- H. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Unless otherwise indicated, mount floor-mounted equipment on properly sized 3 inch (80 mm) high concrete pad constructed in accordance with Section 03 3000.
  - 5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- I. Conduit Support and Attachment: Also comply with Section 26 0534.
- J. Box Support and Attachment: Also comply with Section 26 0537.
- K. Secure fasteners according to manufacturer's recommended torque settings.
- L. Remove temporary supports.
- M. Identify independent electrical component support wires above accessible ceilings (only where specifically indicated or permitted) with color distinguishable from ceiling support wires in accordance with NFPA 70.
- N. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
  - 2. To Light Steel: Sheet metal screws.
  - 3. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet anchorage requirements.

### 3.3 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.

- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION**

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**SECTION 26 0534**  
**CONDUIT**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Intermediate metal conduit (IMC).
- B. Liquidtight flexible metal conduit (LFMC).
- C. Conduit fittings.
- D. Accessories.

**1.2 RELATED REQUIREMENTS**

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
  - 1. Includes additional requirements for fittings for grounding and bonding.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.
- C. Section 26 0537 - Boxes.

**1.3 REFERENCE STANDARDS**

- A. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
- G. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- H. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

**1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
  - 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.

5. Notify Architect/Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
  1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

#### 1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

#### 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

### **PART 2 PRODUCTS**

#### 2.1 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Interior, Damp or Wet Locations: Use intermediate metal conduit (IMC).
- D. Exposed, Interior, Subject to Physical Damage: Use intermediate metal conduit (IMC).
  1. Locations subject to physical damage include, but are not limited to:
    - a. Where exposed below 8 feet (2.4 m).
- E. Connections to Vibrating Equipment:
  1. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
  2. Maximum Length: 6 feet (1.8 m) unless otherwise indicated.
  3. Vibrating equipment includes, but is not limited to:
    - a. Motors.

## 2.2 CONDUIT REQUIREMENTS

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
  - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
- E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## 2.3 INTERMEDIATE METAL CONDUIT (IMC)

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
  - 2. Republic Conduit: [www.republic-conduit.com](http://www.republic-conduit.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
- B. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  - 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

## 2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
  - 2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
  - 3. International Metal Hose: [www.metalhose.com](http://www.metalhose.com).

- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.

## 2.5 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.
- B. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force (890 N).

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
- C. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- D. Conduit Routing:
  - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
  - 2. When conduit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Conduits in the following areas may be exposed, unless otherwise indicated:
    - a. Electrical rooms.
    - b. Mechanical equipment rooms.
  - 4. Unless otherwise approved, do not route conduits exposed:
    - a. Across floors.

- b. Across roofs.
    - c. Across building exterior surfaces.
  - 5. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
  - 6. Arrange conduit to maintain adequate headroom, clearances, and access.
  - 7. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
  - 8. Route conduits above water and drain piping where possible.
  - 9. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
  - 10. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems.
  - 11. Maintain minimum clearance of 12 inches (300 mm) between conduits and hot surfaces. This includes, but is not limited to:
    - a. Heaters.
    - b. Hot water piping.
    - c. Flues.
  - 12. Group parallel conduits in the same area together on a common rack.
- E. Conduit Support:
- 1. Secure and support conduits in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
  - 3. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
  - 4. Use conduit clamp to support single conduit from beam clamp or threaded rod.
  - 5. Use of wire for support of conduits is not permitted.
  - 6. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with the most stringent requirements.
- F. Connections and Terminations:
- 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  - 3. Use suitable adapters where required to transition from one type of conduit to another.



4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
  5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  6. Where spare conduits stub up through concrete floors and are not terminated in a box or enclosure, provide threaded couplings equipped with threaded plugs set flush with finished floor.
  7. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
  8. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- G. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches (300 mm) at each end.

### **3.3 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

### **3.4 CLEANING**

- A. Clean interior of conduits to remove moisture and foreign matter.

### **3.5 PROTECTION**

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

**END OF SECTION**

**SECTION 26 0537**  
**BOXES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.

**1.2 RELATED REQUIREMENTS**

- A. Section 26 0529 - Hangers and Supports for Electrical Systems.
- B. Section 26 0534 - Conduit:
  - 1. Conduit bodies and other fittings.

**1.3 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- F. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- H. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

**1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
  - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
  - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
  - 5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
  - 6. Coordinate the work with other trades to preserve insulation integrity.

7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect/Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.5 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for outlet and device boxes, junction and pull boxes, and underground boxes/enclosures.

#### **1.6 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

### **PART 2 PRODUCTS**

#### **2.1 BOXES**

- A. General Requirements:
  1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  3. Provide products listed, classified, and labeled as suitable for the purpose intended.
  4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes:
  1. Use cast iron boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  2. Use cast iron boxes where exposed intermediate metal conduit (IMC) is used.
  3. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.

4. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
5. Wall Plates: Comply with Section 26 2726.
6. Manufacturers:
  - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
  - b. Hubbell Incorporated; Bell Products: [www.hubbell-rtb.com](http://www.hubbell-rtb.com).
  - c. Hubbell Incorporated; RACO Products: [www.hubbell-rtb.com](http://www.hubbell-rtb.com).
  - d. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
  - e. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- C. Cabinets and Enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm):
  1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  2. NEMA 250 Environment Type, unless otherwise indicated:
    - a. Indoor Clean, Dry Locations: Type 12, painted steel.
  3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
  4. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
  5. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com](http://www.cooperindustries.com).
    - b. Hoffman, a brand of Pentair Technical Products: [www.hoffmanonline.com](http://www.hoffmanonline.com).
    - c. Hubbell Incorporated; Wiegmann Products: [www.hubbell-wiegmann.com](http://www.hubbell-wiegmann.com).

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- E. Box Locations:
  - 1. Unless dimensioned, box locations indicated are approximate.
  - 2. Locate boxes so that wall plates do not span different building finishes.
  - 3. Locate boxes so that wall plates do not cross masonry joints.
  - 4. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
  - 5. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
    - a. Electrical rooms.
    - b. Mechanical equipment rooms.
- F. Box Supports:
  - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- G. Install boxes plumb and level.
- H. Install boxes as required to preserve insulation integrity.
- I. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- J. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- K. Close unused box openings.
- L. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

### **3.3 CLEANING**

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

### **3.4 PROTECTION**

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

**END OF SECTION**

**SECTION 26 2717**  
**EQUIPMENT WIRING**

**PART 1 GENERAL**

**1.1 RELATED REQUIREMENTS**

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 26 0534 - Conduit.
- C. Section 26 0537 - Boxes.

**1.2 REFERENCE STANDARDS**

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.3 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
  - 2. Determine connection locations and requirements.
- B. Sequencing:
  - 1. Install rough-in of electrical connections before installation of equipment is required.
  - 2. Make electrical connections before required start-up of equipment.

**1.4 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

- A. Flexible Conduit: As specified in Section 26 0534.
- B. Wire and Cable: As specified in Section 26 0519.
- C. Boxes: As specified in Section 26 0537.

**2.2 EQUIPMENT CONNECTIONS**

- A. \_\_\_\_\_:
  - 1. Electrical Connection: Flexible conduit.

### **PART 3 EXECUTION**

#### **3.1 ELECTRICAL CONNECTIONS**

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- E. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- F. Install terminal block jumpers to complete equipment wiring requirements.
- G. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

**END OF SECTION**

**SECTION 26 2923**  
**VARIABLE-FREQUENCY MOTOR CONTROLLERS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Variable frequency controllers.

**1.2 REFERENCE STANDARDS**

- A. NEMA ICS 7.1 - Safety Standards for Construction and Guide for Selection, Installation, and Operation of Adjustable Speed Drive Systems; 2006.
- B. NEMA ICS 7 - Industrial Control and Systems: Adjustable-Speed Drives; 2006.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.3 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog sheets showing voltage, controller size, ratings and size of switching and overcurrent protective devices, short circuit ratings, dimensions, and enclosure details.
- C. Shop Drawings: Indicate front and side views of enclosures with overall dimensions and weights shown; conduit entrance locations and requirements; and nameplate legends.
- D. Test Reports: Indicate field test and inspection procedures and test results.
- E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- F. Manufacturer's Field Reports: Indicate start-up inspection findings.
- G. Operation Data: NEMA ICS 7.1. Include instructions for starting and operating controllers, and describe operating limits that may result in hazardous or unsafe conditions.
- H. Maintenance Data: NEMA ICS 7.1. Include routine preventive maintenance schedule.
- I. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 - Product Requirements, for additional provisions.
  - 2. Extra Air Filters: Two of each type.

**1.4 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.



- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle in accordance with manufacturer's written instructions. Lift only with lugs provided for the purpose. Handle carefully to avoid damage to components, enclosure, and finish.

### **PART 2 PRODUCTS**

#### 2.1 DESCRIPTION

- A. Variable Frequency Controllers: Enclosed controllers suitable for operating the indicated loads, in conformance with requirements of NEMA ICS 7. Select unspecified features and options in accordance with NEMA ICS 3.1.
  - 1. Employ pulse-width-modulated inverter system.
  - 2. Design to attempt five automatic restarts following fault condition before locking out and requiring manual restart.
- B. Enclosures: NEMA 250, Type 1, suitable for equipment application in places regularly open to the public.
- C. Finish: Manufacturer's standard enamel.

#### 2.2 OPERATING REQUIREMENTS

- A. Rated Input Voltage: 480 volts, three phase, 60 Hertz.
- B. Motor Nameplate Voltage: 460 volts, three phase, 60 Hertz.
- C. Displacement Power Factor: Between 1.0 and 0.95, lagging, over entire range of operating speed and load.
- D. Operating Ambient: 0 degrees C to 40 degrees C.
- E. Volts Per Hertz Adjustment: Plus or minus 10 percent.
- F. Current Limit Adjustment: 60 to 110 percent of rated.
- G. Acceleration Rate Adjustment: 0.5 to 30 seconds.
- H. Deceleration Rate Adjustment: 1 to 30 seconds.
- I. Input Signal: 4 to 20 mA DC.

#### 2.3 COMPONENTS

- A. Display: Provide integral digital display to indicate output voltage, output frequency, and output current.
- B. Status Indicators: Separate indicators for overcurrent, overvoltage, ground fault, overtemperature, and input power ON.
- C. Furnish HAND-OFF-AUTOMATIC selector switch and manual speed control.

- D. Include undervoltage release.
- E. Control Power Source: Integral control transformer.
- F. Safety Interlocks: Furnish terminals for remote contact to inhibit starting under both manual and automatic mode.
- G. Control Interlocks: Furnish terminals for remote contact to allow starting in automatic mode.
- H. Emergency Stop: Use dynamic brakes for emergency stop function.
- I. Disconnecting Means: Include integral fused disconnect switch on the line side of each controller.
- J. Wiring Terminations: Match conductor materials and sizes indicated.

#### 2.4 SOURCE QUALITY CONTROL

- A. Shop inspect and perform standard productions tests for each controller.

### **PART 3 EXECUTION**

#### 3.1 EXAMINATION

- A. Verify that surface is suitable for controller installation.
- B. Do not install controller until building environment can be maintained within the service conditions required by the manufacturer.
- C. Verify that field measurements are as instructed by manufacturer.

#### 3.2 INSTALLATION

- A. Install in accordance with NEMA ICS 7.1 and manufacturer's instructions.
- B. Tighten accessible connections and mechanical fasteners after placing controller.
- C. Provide fuses in fusible switches; refer to Section 26 2813 for product requirements.
- D. Identify variable frequency controllers in accordance with Section 26 0553.

#### 3.3 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with Section 01 4000.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.17.

#### 3.4 ADJUSTING

- A. Make final adjustments to installed controller to assure proper operation of load system. Obtain performance requirements from installer of driven loads.

#### 3.5 CLOSEOUT ACTIVITIES

- A. Demonstrate operation of controllers in automatic and manual modes.

**3.6 MAINTENANCE**

- A. Provide service and maintenance of controllers for one year from Date of Substantial Completion.

**END OF SECTION**