

PROJECT MANUAL

PROJECT NAME:

HHS STS A.E. Sheperd A/C Replacement

PROJECT ADDRESS:

3211 Edgington Ave
Eldora, Iowa 50627

PROJECT DATE: January 17, 2025

-

OWNER:

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



Department of
Administrative Services

OWNER PROJECT NUMBER: 9459.00

OWNER REQUEST FOR BID NUMBER: RFB 945900-01

-

CONSTRUCTION MANAGER:

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



McGOUGH

CONSTRUCTION MANAGER PROJECT NUMBER: 101174.015

-

ARCHITECT:

IMEG Corporation
2882 106th Street
Des Moines, Iowa 50322



ARCHITECT PROJECT NUMBER: 24006792.00

-

SECTION 00 0107

SEALS PAGE

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge.

Discipline: Mechanical

Stamp:

Company Name: IMEG Consultants Corp.

Address: 2882 106th Street, Urbandale, Iowa 50322

Telephone: 515-334-9906

Name: Nathaniel K. Jacques

License#: 21686



Responsibility: 09 90 00 and all Div 23 sections

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge.

Discipline: Electrical

Stamp:

Company Name: IMEG Consultants Corp.

Address: 2882 106th Street, Urbandale, Iowa 50322

Telephone: 515-334-9906

Name: Kristen L. Spina

License#: 21081



Responsibility: All Div 26 sections

END OF SECTION

SECTION 00 0110

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

A.	00 0101	Project Title Page
B.	00 0107	Seals Page
C.	00 0110	Table of Contents
D.	00 0115	List of Drawing Sheets
E.	00 0116	Bid Submittal Checklist
F.	00 1113	Notice to Bidders
G.	00 2113	Instructions to Bidders
H.	00 2113.01	IMPACS Electronic Procurement System Instructions
I.	00 2113.02	Sample Contractor Certificate of Insurance
J.	00 3113	Preliminary Schedule
K.	00 3126	Existing Hazardous Material Information
L.	00 3143	Permit Application
M.	00 4116	Bid Form
N.	00 4116.01	Non-Discrimination Clause Information
O.	00 4116.02	Targeted Small Business Information
P.	00 4313	Bid Security Forms
Q.	00 5200	Agreement Form
R.	00 6000	Payment Bond and Performance Bond Forms

SPECIFICATIONS

1.02 DIVISION 01 – GENERAL REQUIREMENTS

A.	01 1200	Contract Summary
B.	01 2500	Substitution Procedures
C.	01 2600	Contract Modification Procedures
D.	01 2900	Payment Procedures
E.	01 3100	Project Management and Coordination
F.	01 3100.01	Web Based Construction Management
G.	01 3200	Construction Progress Documentation
H.	01 3300	Submittal Procedures
I.	01 4000	Quality Requirements
J.	01 5000	Temporary Facilities and Controls
K.	01 6000	Product Requirements
L.	01 7300	Execution
M.	01 7700	Closeout Procedures

1.03 DIVISION 09 – FINISHES

A.	09 9000	Painting
----	---------	----------

1.04 DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

A.	23 0500	Basic HVAC Requirements
B.	23 0505	HVAC Demolition for Remodeling
C.	23 0529	HVAC Supports and Anchors
D.	23 0553	HVAC Identification
E.	23 0593	Testing, Adjusting, and Balancing
F.	23 0719	HVAC Piping Insulation
G.	23 0900	Controls
H.	23 3300	Ductwork Accessories
I.	23 8145	Variable Refrigerant Flow Heat Pumps
J.	23 8216	Air Coils

1.05 **DIVISION 24-25 – NOT INCLUDED**

1.06 **DIVISION 26 – ELECTRICAL**

A.	26 0500	Basic Electrical Requirements
B.	26 0505	Electrical Demolition for Remodeling
C.	26 0513	Wire and Cable
D.	26 0526	Grounding and Bonding
E.	26 0527	Supporting Devices
F.	26 0533	Conduit and Boxes
G.	26 0553	Electrical Identification
H.	26 2726	Wiring Devices
I.	26 2816	Disconnect Switches

END OF SECTION

SECTION 00 0115

LIST OF DRAWING SHEETS

DRAWINGS

1.01	SHEET	TITLE
A.	G000	Project Coversheet
B.	M000	HVAC Coversheet
C.	M100	First Floor Demolition Plan – Mechanical
D.	M201	Floor Plan – Mechanical
E.	M500	Mechanical Diagrams
F.	M400	Mechanical Details and Schedules
G.	E000	Electrical Coversheet
H.	E101	Demolition Floor Plan – Electrical
I.	E201	Floor Plan – Electrical
J.	E400	Electrical Details
K.	E600	Electrical Schedules

END OF SECTION

SECTION 00 0116

BID SUBMITTAL CHECKLIST

PART 1 - GENERAL

1.01 BID SUBMITTAL CHECKLIST

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 1113

NOTICE TO BIDDERS

RFB #945900-01

The Iowa Department of Administrative Services will be receiving bids for the removal and replacement of the existing cooling coil, condensing unit, and associated refrigerant piping connected to AHU-2 (E) serving the auditorium space of A.E. Sheperd Hall at the Iowa State Training School for Boys in Eldora, Iowa 50627.

The Iowa Department of Administrative Services anticipates construction to begin on July 2, 2025, and end on August 4, 2025.

Bids must be received no later than **2:00 pm, Thursday, February 20, 2025**. Late bids will not be considered. Bids shall be submitted on [IMPACS Electronic Procurement System](#). The Bid shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

Bid Opening

The time and place of bid opening will be held at meet.google.com/kcb-jzba-aqx and teleconference number (US)+1 314-561-9174 Pin: 220 613 558# at 3:00 pm on February 20, 2025.

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

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

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

Questions must be submitted by 3:00 pm, Monday, February 10, 2025, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by 3:00 pm, February 10, 2025, prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as "or equal," "equal to," "equivalent to," or "basis of design," unless otherwise noted.

An **optional** Pre-Bid meeting will be held on Friday, February 7, 2025, at 10:00 am at the Iowa State Training School for Boys at 3211 Edgington Ave, Eldora, Iowa 50627. This meeting is not mandatory but is highly recommended.

Bidding Documents, including drawing sheets bearing the project name HHS STS A.E. Sheperd A/C Replacement, Dated 01/17/25 and the Project Manual prepared by IMEG Corporation 01/17/25, may be obtained from Rapids Reproductions by visiting www.rapidsrepro.com or by calling (515) 251-3222 on Monday, January 27, 2025.

For further information regarding this project contact:

Michael Bradbury – Issuing Officer

Phone: (515) 515-823-9327

E-Mail: construction.procurement@iowa.gov

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS
RFB #945900-01

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT DESCRIPTION

- A. Project Description: Remove and replace the existing cooling coil, condensing unit, and associated refrigerant piping connected to AHU-2(E) serving the auditorium space of A.E. Sheperd Hall at the Iowa State Training School for Boys at 3211 Edgington Ave, Eldora, Iowa 50627

1.03 OWNER

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

1.04 STATE AGENCY REPRESENTATIVES AND CONTACTS

- A. PURCHASING AGENT: Michael Bradbury – Issuing Officer, State of Iowa, Department of Administrative Services, Hoover State Office Building, 3rd floor, 1305 East Walnut Street, Des Moines, IA 50319-0105, Phone: 515-823-9327; email: construction.procurement@iowa.gov
- B. OWNER REPRESENTATIVE: Jennifer Kleene, State of Iowa, Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319, Phone: 515-822-8197; email: jennifer.kleene@iowa.gov
- C. ON-SITE COORDINATOR: Ryan Schrage, Plant Operation Manager, 3211 Edgington Ave, Eldora, IA 50627, Phone: 641-858-5403; email: ryan.schrage@hhs.iowa.gov
- D. CONSTRUCTION MANAGER CONTACT: Adam Douglas, McGough Construction, 217 E. 2nd St, Suite 120, Des Moines, IA 50309, Phone: 515-822-4229; email: adam.douglas@mcgough.com
- E. DESIGN PROFESSIONAL CONTACT: Nate Jacques, IMEG Corporation, 2882 106th Street, Des Moines, IA 50322, Phone: 612-590-7502; email: nathaniel.k.jacques@imegcorp.com

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 PROPOSAL FORM AND SUBMISSION

- A. A properly prepared and submitted bid is the bidder's responsibility. Bids are to be made in accordance with these Instructions to Bidders and items included on the Bid submission. Failure to comply may be cause for rejection.
- B. The Bid is to consist of the required Bid information, together with the other information specified below to be submitted with the Bid, in which copies are included with these Bidding Documents.
 - 1. The total bid package submitted is required to include the following:
 - a. An online submission including:
 - 1) Required Bid Form (To be uploaded online)
 - 2) Required Non-discrimination Clause Information
 - 3) Required Targeted Small Business Pre-bid Contact Information
 - 4) Bid Security (documentation provided by Bidder) (To be uploaded online) (Required)
 - 5) Certification of Site Visit (To be uploaded online if Pre-Bid is Mandatory)
- C. Include the amount for performing all work described in the drawings and specifications for Base Bid and for each Alternate Bid requested.
- D. Acknowledge receipt of all Addenda issued, where so indicated on the Bid Form
- E. All required information to be submitted, by an officer of the company having authority to bind the company in a contract.
- F. Commencement of the work of the contract shall begin with the Contractor's receipt of a fully executed contract (signed by both parties).
- G. The Owner reserves the right to award a contract for Base Bid only, or for Base Bid in combination with any, or all, identified Alternate Bids. The Owner reserves the right to award a contract for individual Bid Packages, or any combination of Bid Packages. Each Bidder must comply with all of the General Requirements of the project and any requirements of the Project manual that apply to their scope of work.
- H. The company's Federal I.D. Number and the Iowa Contractors Registration Number shall be included in the Bid Form.
- I. Unless indicated otherwise, the Bid shall be for a single responsibility contract for all work as indicated on the Drawings and specified in the Project Manual, and shall be a lump sum amount. If no change in the Base Bid amount is required with respect to consideration of a particular Alternate Bid, enter "No Change" in the blank for that Alternate Bid.
- J. Where so requested, provide Unit Prices for the designated types of work and in the units specified, in which the Unit Prices would be used as adjustments to the quantities described in the instructions as the basis for the Base Bid and any Alternate Bid work. A Unit Price would be applicable in the event the Owner should request additional work of that type beyond the extent

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

- K. Completed State of Iowa Nondiscrimination Clause information and Subcontractor Targeted Small Business Enterprise Pre-Bid Contact Information, included in these Bidding Documents, are to accompany the Bid submission. Bidders shall comply with all affirmative action/equal opportunity provisions of State and Federal laws. The Owner seeks to provide opportunities for Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa.
- L. All Bid information is to be submitted online. Any required Bid Security shall be provided, in the form and amount specified elsewhere in these Instructions to Bidders, at the time of submission of the Bid. When a site visit is mandatory as specified elsewhere in these Instructions to Bidders, and a Certificate of Site Visit is required to be submitted with the Bid as evidence of such visit having occurred for purposes of observing the conditions of the site and the work proposed therein, the Certificate shall be uploaded with the bid submission.

3.02 TAXES

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

3.03 ALTERNATE BIDS

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

3.04 DRAWINGS AND PROJECT MANUAL

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

3.05 BID SECURITY

- A. Each Bid shall be accompanied by Bid Security.
- B. The Bid Security shall be in the form of a Bid Bond, Certified check, or Cashier's check in an amount not less than five percent (5%) of the maximum value of the Bid, including any additive

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

3.06 DUE DATE AND TIME FOR RECEIPT OF BIDS

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

3.07 COMMENCEMENT AND COMPLETION DATES

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

3.08 SITE VISIT

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

3.09 PRE-BID MEETING

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

3.010 QUESTIONS

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

3.011 ADDENDA AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS

- A. Any person contemplating submitting a proposal for the proposed Contract, who is in doubt as to the true meaning of any part of the Bidding Documents, shall submit a written request for an interpretation thereof. The person submitting a request will be responsible for its prompt delivery. Every request for such interpretation should reference the Bid Number specified in the Bidding Documents, and shall be made in writing (email preferred). Questions shall be submitted to the previously identified Purchasing Agent for the Department of Administrative Services. To be given consideration, requests shall be received as specified in the Notice to Bidders or any

extension thereof made by Addendum. Replies, which revise or correct the Bidding Documents, or provide necessary clarifications, will be issued in the form of a written Addendum to the Bidding Documents. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes. The Bidder is to include any resultant cost changes in the Bid Sum. Addenda will be posted electronically at the respective bid site where the bid is initially posted. Acknowledgment by the Bidder of each issued Addendum shall be noted in the location so indicated on the Bid. All Addenda issued shall become part of the Contract Documents.

3.012 SUBSTITUTIONS

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

3.013 OBLIGATION OF BIDDER

- A. It shall be the responsibility of each Bidder contemplating the submission of a Bid for the proposed Contract to fully acquaint himself/herself with conditions at the work site, project requirements, and to become acquainted thoroughly with the work, and all conditions that may be related to it. No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item that could have been revealed by a thorough on-site inspection and examination.
- B. By submission of a Bid, it shall be understood that the Bidder assures that he/she has reviewed and is thoroughly familiar with the project requirements, contract conditions and supplementary conditions, the drawings, specifications, addenda, and that the bidder is aware of the conditions existing at the site that may relate to the work of this project. Failure of any Bidder to examine any form, document, or other instrument shall in no way relieve the Bidder from any obligation in respect to his/her Bid.

3.014 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

- A. The Agency's release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein AND the information is confidential under Iowa or other applicable law.
- B. A Contractor requesting confidential treatment of specific information must: (1) fully complete Form 22 (Available at <https://das.iowa.gov/sites/default/files/procurement/pdf/Form%2022-ConfidentialityRequest-RFB.pdf>), (2) identify the request in the transmittal letter with the Contractor's Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) submit a “Public Copy” from which the confidential information has been excised.
- C. Form 22 will not be considered fully complete unless, for each confidentiality request, the Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.

- D. The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.
- E. **Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**
- F. If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

3.015 WITHDRAWAL OF BID

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

3.016 BID OPENING

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

3.017 BASIS OF BIDS

- A. The Bidder shall include all additional documents or appendices that are requested to be submitted concurrent with the Bid submission; failure to comply may be cause for rejection.
- B. In accordance with Iowa law, Section 8A.311: A bidder, to be considered for an award of a state construction contract, shall disclose to the state agency awarding the contract the names of all subcontractors and suppliers who will work on the project being bid, within forty-eight (48) hours after the published date and time by which bids must be submitted. A bidder shall not replace a subcontractor or supplier disclosed without the approval of the state agency awarding the contract.
 - 1. A bidder, prior to an award or who is awarded a state construction contract, shall disclose all of the following, as applicable:
 - a. If a subcontractor or supplier disclosed (under the preceding) by a bidder is replaced, the reason for replacement and the name of the new subcontractor or supplier;

- b. If the cost of work to be done by a subcontractor or supplier is changed or if the replacement of a subcontractor or supplier results in a change in the cost, the amount of the change in cost.
 - c. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.
- C. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must:
 - 1. Be registered in the State of Iowa and have an Iowa Contractor's Registration number, and
 - 2. Be acceptable to the Owner.

3.018 INFORMALITIES/ REJECTION OF BIDS

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

3.019 CONSIDERATION OF BIDS

- A. It is the intent of the Department of Administrative Services to award a Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is determined to be compliant with all Bidding Requirements, and does not exceed the funds available for construction.
- B. Bidder is to bid on each Alternate Bid requested. Failure to do so may result in disqualification of the bid. The Department of Administrative Services reserves the right to accept any, or no, Alternate Bid. Alternate Bids may be considered in any order or combination, and the low successful Bidder will be determined on the basis of the sum of the Base Bid and the Alternate(s) accepted at the time of the Contract award.
- C. In evaluating Bids, any proposal offered by a Bidder for an alternate design, or for materials other than those shown or specified for the Base Bid or for Alternate Bid construction under the proposed Construction Documents or called for by any issued Addenda to those Construction Documents, will not be considered in determining the low successful Bidder. However, the Department of Administrative Services reserves the right to consider any such Bidder-proposed (Contractor's Alternate) alternate designs or materials with the low successful Bidder, after the low successful Bidder is determined in the manner described above (A and B).
- D. Notice of Intent to Award the Bid(s) will be sent to all Respondents submitting a timely Bid and may be posted at the website shown on the RFB cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than fifteen (15) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Bidder fails to negotiate and deliver an executed Contract, including all required documents such as payment and performance bonds and insurance certificate, by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

3.020 PREFERENCE

- A. By virtue of statutory authority, a preference shall be given to Iowa domestic labor, products produced and provisions grown within the state of Iowa, in accordance with the provisions of Chapter 73, Code of Iowa and any amendments thereto.
- B. Enforcement of reciprocal resident bidder preference and resident labor force preference codified at Iowa Code Section 73A.21.
 - 1. NOTICE: Failure on the part of the bidder to carefully read the following paragraphs and to provide the information requested below may make the bidder's bid materially nonresponsive and therefore ineligible for contract award. Violations of Iowa Code Section 73A.21 may, among other things, result in civil penalties assessed by the Commissioner of the Division of

Labor of Iowa Workforce Development. The bidder should seek out the advice of an attorney if he or she has questions about Iowa Code Section 73A.21. As a part of the competitive procurement of contracts for Public Improvements that must be awarded to the low bidder (if the bid is responsive and the bidder is deemed responsible), Public Bodies shall allow a preference to Resident Bidders if a Nonresident Bidder places a bid for the contract for the Public Improvement and that Nonresident Bidder's state or foreign country gives resident bidders of that state or foreign country a preference (including a labor force preference or any type of preferential treatment). The preference allowed, or reciprocally applied, shall be equal to the preference given or required by the state or foreign country in which the Nonresident Bidder is a resident bidder.

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

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

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

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

- C. Nonresident bidders shall be required to certify on the Bid submission, where so indicated, the state or foreign country in which the firm is a resident, and if that state or foreign country uses a percentage for in-state bidders and the amount of the preference.
- D. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of federal law, this section shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

3.021 QUALIFICATIONS

- A. In accordance with Iowa Code 26.9(2) and 26.16, no potential bidder shall be required to provide confidential or proprietary information or meet any class requirements as a precondition to submitting a responsive bid. However, as noted in Iowa Code 26.9(2), the lowest responsive bidder may be required to provide additional information to verify responsibility prior to and as a condition of obtaining final award of the contract. Any qualification requirements contained in any bid document indicates only preferred qualifications, not a precondition to bid, and the lowest responsive bidder's qualifications will be evaluated individually based on all information provided.
- B. The Owner may make such investigations as he or she deems necessary to determine the ability of the awarded Bidder to perform the required work, and the awarded Bidder shall furnish to the Owner all such information and data for this purpose. The Owner reserves the right to rescind any awarded Bid if the evidence submitted by, or in investigation of, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry-out the obligations of the Contract and to complete the Work contemplated therein.
- C. Bidders shall be registered as a Construction Contractor with the Labor Commissioner, Iowa Workforce Development Department, as required by Chapter 91C of the Code of Iowa. Bidder's Iowa Contractor Registration Number shall be included in the location provided in the Bid Form.
- D. Non-resident corporations submitting bids must be in compliance with Section 490.1501 of the Code of Iowa and legally authorized thereby to carry-on such business in the State of Iowa as is required by the Contract Documents.
- E. An out-of-state Bidder, if awarded a contract, will be required to submit evidence of authorization to do business in the State of Iowa.

3.022 INSURANCE

- A. Insurance Requirements
 - 1. The Contractor shall maintain in effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this Contract. The Contractor's insurance shall, among other things, insure against any loss or damage resulting from the Contractor's performance of this Contract. All such insurance policies shall remain in full force and effect for the entire life of this Contract and shall not be canceled or changed except after thirty (30) days written notice to the Owner.
 - 2. **Amounts of Insurance Required – Refer to ConsensusDOCS 802 (see template in Project Manual)**
- B. Certificates of Coverage
 - 1. Certificates of the insurance described above shall be submitted to the Owner before starting any construction activities and shall be subject to approval by the Owner. The Contractor shall provide certificates for the insurance required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to the Contractor. Upon receipt of any notice of cancellation or alteration, Contractor shall within ten (10) days procure other policies of insurance, similar in all respects to the policy or policies, about to be canceled or altered, and, if the Contractor fails to provide, procure, and deliver acceptable policies of insurance, or satisfactory evidence thereof, in accordance with the terms hereof then, at the Owner's option, Owner may obtain such insurance at the cost and expense of Contractor, without the need of any notice to Contractor.
- C. No Limitation of Liability
 - 1. Acceptance of the insurance certificates by the Owner shall not act to relieve the Contractor of any obligation under this Contract. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of the Contractor to keep the respective insurance policies and coverage's current and in force during the life of this agreement.
 - 2. A Sample Certificate of Insurance is attached for reference following this Section.

3.023 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

3.024 EXECUTION OF CONTRACT

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

3.025 LAWS AND REGULATIONS

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

3.026 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

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

3.027 CONDITIONS OF THE WORK

- A. Each bidder must fully inform him/herself of the conditions under which the work is to be performed at the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. When a site visit is required by provisions located elsewhere in these Instructions to Bidders, as a site tour in conjunction with a mandatory Pre-Bid Meeting, it shall be the Bidder's responsibility to fulfill this obligation as a condition of bidding the Work described in the Bidding Documents.
- B. No allowance will be made for any additional compensation by reason of any matter or condition with which the bidder might have fully informed him/herself, but failed to do so prior to bidding. Insofar as possible, the Contractor and all subcontractors shall employ such methods or means in carrying out the work so as not to cause any interruption of, or interference with, the work of any other subcontractor or trade.

3.028 SUBCONTRACTS

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

END OF SECTION

SECTION 00 2113.01

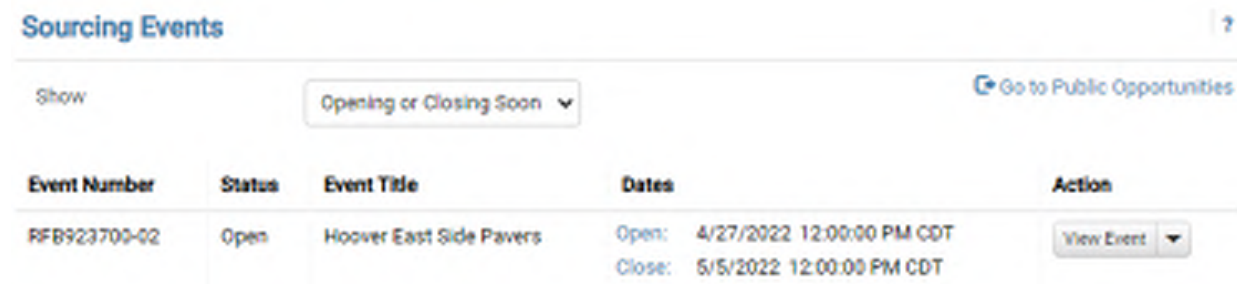
IMPACS Public Construction Bidders User Guide

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

Bidders must be registered in IMPACS to submit a Bid.

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

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



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

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

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

Prerequisites - Bidder must complete all prerequisites.

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

Questions - Bidder must complete all questions.

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

SECTION 00 2113.02

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

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

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

PRODUCER Agent's Name Agent's Address		Agent's Information CONTACT NAME PHONE (XXX) XXX-XXXX FAX (XXX) XXX-XXXX E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE Company A (AKA Best Rated A+/VI or Better)		NAIC # Admitted
INSURED Trade Contractor's Name Trade Contractor's Mailing Address		INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		Carriers

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	ASSOCIATED RISK	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. 2001 ☐ LOC ☐ OTHER	X X	#TBD-CGL	3/1/17	3/1/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
B AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ Hired AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X X	#TBD-AL	3/1/17	3/1/18	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C UMBRELLA LMB ☒ EXCESS LMB ☐ OCCUR ☐ CLAIMS-MADE ☐ DEF. ☐ RETENTION	X X	#TBD-UMB	3/1/17	3/1/18	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PART NEAR-EMPLOYEE OFFICER/DIRECTOR/ENCLUST (Member in 10%) If yes, describe in detail below	X	#TBD-WC	3/1/17	3/1/18	☒ PER STATUTE ☐ CGL-EM EL EACH ACCIDENT \$ 500,000 EL DISEASE - SA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
E Owners Contractors Protective Liability		#TBD-OCPL	3/1/17	3/1/18	*Limits equal to CGL (or) as required by owner (Note: Would be either CGL or OCP, not both)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured on a Primary & Non-Contributory basis (CGL:AL/UMB/Excess) in favor of: (Owner) Iowa Department of Administrative Services (DAS), Officers, Directors, Members, Consultants, Agents, and Employees.
 Waiver of Subrogation (CGL:AL/WC/EL/UMB/Excess) in favor of: (Owner) Iowa Department of Administrative Services (DAS), Officers, Directors, Members, Consultants, Agents, and Employees.
 Project XXXX.XX (Number varies by project)

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

SECTION 00 3113

PRELIMINARY SCHEDULE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preliminary Construction Schedule
- B. Schedule Durations

1.02 PRELIMINARY SCHEDULE

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

1.03 SCHEDULE DURATIONS

- A. Anticipated Notice of Intent to Award – 02/21/25
- B. Anticipated Date of Commencement – 07/02/25
- C. Substantial Completion by – 08/11/25

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Activity ID	Activity Name	Original Duration	Start	Finish	2025									
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
						2	3	4	5	6	7	8	9	10
A.E. Sheperd A/C Replacement		206	06-Nov-24 A	09-Sep-25										
Preconstruction		67	06-Nov-24 A	20-Feb-25										
Bidding		21	21-Feb-25	24-Mar-25										
A1090	Issue NOI	6	21-Feb-25	28-Feb-25		Issue NOI								
A1100	Issue Contracts	15	03-Mar-25	21-Mar-25		Issue Contracts								
A1110	Preconstruction Meeting	0	24-Mar-25			Preconstruction Meeting								
Procurement		70	24-Mar-25	01-Jul-25										
A1170	Submittals	10	24-Mar-25	04-Apr-25			Submittals							
A1200	A/C Equipment Lead Time	60	07-Apr-25	01-Jul-25		A/C Equipment Lead Time								
Construction		23	02-Jul-25	04-Aug-25										
A1120	Mobilize	1	02-Jul-25	02-Jul-25						Mobilize				
A1240	Preconstruction Test and Balance	3	03-Jul-25	08-Jul-25						Preconstruction Test and Balance				
A1130	Demo Existing Unit & Piping	3	09-Jul-25	11-Jul-25						Demo Existing Unit & Piping				
A1250	Set New Condensing Unit CU-1	2	14-Jul-25	15-Jul-25						Set New Condensing Unit CU-1				
A1290	Install New Cooling Coil	3	16-Jul-25	18-Jul-25						Install New Cooling Coil				
A1300	Install New Electrical for Condensing Unit, Control Box, & Receptacle	3	16-Jul-25	18-Jul-25						Install New Electrical for Condensing Unit, Control Box, & Receptacle				
A1260	Install Refrigerant Piping and Control Box	3	21-Jul-25	23-Jul-25						Install Refrigerant Piping and Control Box				
A1270	Install Manual Balancing Damper	3	21-Jul-25	23-Jul-25						Install Manual Balancing Damper				
A1350	New P-Trap Install	1	24-Jul-25	24-Jul-25						New P-Trap Install				
A1320	Wall Touch Up and Paint Piping	2	24-Jul-25	25-Jul-25						Wall Touch Up and Paint Piping				
A1340	Equipment Start-Up	2	24-Jul-25	25-Jul-25						Equipment Start-Up				
A1310	Controls Modifications	2	28-Jul-25	29-Jul-25						Controls Modifications				
A1330	TAB System	3	30-Jul-25	01-Aug-25						TAB System				
A1360	Final Clean	1	04-Aug-25	04-Aug-25						Final Clean				
Closeout		25	05-Aug-25	09-Sep-25										
A1140	Punchlist	5	05-Aug-25	11-Aug-25							Punchlist			
A1160	Substantial Completion	0		11-Aug-25							Substantial Completion			
A1370	Punch List Completion	5	12-Aug-25	18-Aug-25							Punch List Completion			
A1180	Closeout Process	20	12-Aug-25	09-Sep-25							Closeout Process			
A1190	Final Completion	0		09-Sep-25								Final Completion		

SECTION 00 3126

EXISTING HAZARDOUS MATERIAL INFORMATION

PART 1 - GENERAL

1.01 EXISTING HAZARDOUS MATERIAL INFORMATION

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



**L I M I T E D H A Z A R D O U S B U I L D I N G
M A T E R I A L S S U R V E Y**

PREPARED FOR:

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

PROJECT LOCATION:

Eldora State Training School
A.E. Shephard Building – AC Replacement Project #6792
3211 Edgington Avenue
Eldora, Iowa

Project Date: January 9, 2025

Report Date: January 20, 2025

Atlas Project ID: 204BS08146

PREPARED BY:

Atlas Technical Consultants LLC
4503 East 50th Street, Suite 800
Des Moines, IA 50317



January 20, 2025

Ms. Jennifer Kleene
Iowa Department of Administrative Services
109 SE 13th Street
Des Moines, Iowa 50319

Re: Limited Hazardous Building Materials Survey Report
Eldora STS A. E. Shephard Building – AC Replacement Project #6792
3211 Edgington Avenue
Eldora, Iowa
Atlas Project Number: 204BS08146

Dear Ms. Kleene:

Atlas Technical Consultants LLC. (Atlas) is pleased to submit the attached Limited Hazardous Building Materials Survey Report for the above-referenced site. This report includes procedures, methodologies and analytical laboratory results.

Atlas appreciates the opportunity to perform these services for Iowa Department of Administration Services (IDAS), and we look forward to working with you in the future. If you need any assistance with the implementation of the recommendations contained in this report, please feel free to give us a call at (515) 981-4528 and we will respond promptly to your needs.

Sincerely,

ATLAS TECHNICAL CONSULTANTS LLC

A handwritten signature in blue ink that reads "Eric Brown".

Eric Brown
Iowa Inspector
(515) 981-4528

A handwritten signature in black ink that appears to read "Phillip Thomas".

Phillip Thomas, OHST, CHMM
Project Manager
(402) 697-9747



T A B L E O F C O N T E N T S

LETTER OF TRANSMITTAL	i
1.0 SCOPE OF SERVICES	1
2.0 GENERAL SITE CONDITIONS.....	1
3.0 ASBESTOS SURVEY	1
3.1 Regulation Review	2
3.2 Homogeneous Areas	3
3.3 Sampling Strategy	3
3.4 Laboratory Analytical Results	3
3.5 Suspect Asbestos-Containing Materials	3
4.0 LEAD PAINT CHIP TESTING	5
4.1 Regulation Review	5
4.2 Lead Paint Testing	6
5.0 HAZARDOUS MATERIALS SURVEY	7
6.0 CONCLUSIONS AND RECOMMENDATIONS.....	7
6.1 Asbestos.....	7
6.2 Lead.....	8
6.3 Hazardous Materials.....	8
7.0 LIMITATIONS	8

APPENDICES

APPENDIX A:	Asbestos Analytical Report and Chain of Custody
APPENDIX B:	Lead Analytical Report and Chain of Custody
APPENDIX C:	Drawings with Sample Locations
APPENDIX D:	Photo Log
APPENDIX E:	Staff Certifications



LIMITED HAZARDOUS BUILDING MATERIALS SURVEY

A. E. Shephard Building - AC Replacement Project #6792
3211 Edgington Avenue
Eldora, Iowa
Atlas Project Number: 204BS08146

1.0 SCOPE OF SERVICES

The purpose of this project was to perform a survey for hazardous building materials that may be impacted by planned AC replacement activities at the above-referenced property.

Atlas provided a representative hazardous materials survey in accordance with the referenced agreement and as outlined below:

1. Review any existing hazardous building material survey reports relating to the site, if available.
2. Identify suspect asbestos-containing materials (ACM), surface coatings potentially containing lead paint, and hazardous building materials of accessible equipment/areas as part of the Eldora State Training School (STS) A. E. Shephard Building – AC Replacement Project #6792.
3. Collect and analyze bulk samples of suspect asbestos containing materials and collect paint chip samples from representative surface coatings potentially containing lead-based or lead-containing paint.
4. Provide laboratory analysis of collected samples.
5. Provide a report of findings with copies and interpretation of analytical results and identifying the locations of asbestos-containing materials, lead paint, and hazardous building materials.

2.0 GENERAL SITE CONDITIONS

The survey was conducted at the Eldora STS A. E. Shephard Building located at 3211 Edgington Avenue in Eldora, Iowa. The survey area was limited to interior and exterior materials that may be impacted as part of planned AC replacement activities.

3.0 ASBESTOS SURVEY

On January 9, 2025, the HVAC, associated walls, piping, and ductwork materials associated with the AC Replacement Project #6792 were inspected for ACMs by inspector Eric Brown of Atlas. Mr. Brown has completed the requisite training for asbestos accreditation as an inspector at a state approved training provider under TSCA Title II. Mr. Brown's State of Iowa Inspector number is 24-11418.



The area(s) were visually inspected for the presence of suspect ACMs that may be impacted by the AC Replacement Project #6792. Materials that were hidden, not accessible, or when sampled would damage the integrity of the structure, were not sampled as part of this survey. Materials visibly identified as non-asbestos (fibrous glass, foam rubber, wood, etc.) were not sampled. The asbestos survey consisted of three basic steps: **1)** a visual inspection of the proposed work areas; **2)** a determination of homogeneous areas with suspect surfacing, thermal system insulation, and miscellaneous materials; and **3)** sampling accessible, friable and non-friable, suspect materials.

3.1 Regulation Review

In Iowa, asbestos activities are regulated by the Iowa Department of Natural Resources (IDNR) and Iowa Workforce Development (IWD), Division of Labor. IDNR regulates asbestos fiber emissions under Iowa Administrative Code 567 Chapter 23 (IAC 567–23) and asbestos-containing waste disposal under IAC 567–109. IWD regulates occupational exposure to asbestos under IAC 875–10 and asbestos removal and encapsulation activities under IAC 875–155.

IAC 567–23.1(3) adopts the USEPA asbestos NESHAP (40 CFR Part 61, Subpart M) by reference. Subpart M regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos-containing building materials are classified as friable, Category I nonfriable, or Category II nonfriable ACM. Friable materials are those that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. Category I nonfriable ACM includes packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than 1% asbestos. Category II nonfriable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Regulated ACM (RACM) must be removed before renovation or demolition activities that will disturb the materials. RACM includes:

- Friable ACM;
- Category I nonfriable ACM that has become friable or will be subjected to drilling, sanding, grinding, cutting, or abrading; and
- Category II nonfriable ACM that could be crumbled, pulverized, or reduced to powder during renovation or demolition activities.

The owner or operator must provide the IDNR and IWD with written notification of planned removal activities at least 10 working days prior to the commencement of asbestos abatement activities. Removal of RACM must be conducted by an Iowa-permitted asbestos abatement contractor.

IAC 875–155 Asbestos Removal and Encapsulation requires that any asbestos-related activity conducted in a public building be performed by personnel licensed or permitted by the IWD. Inspections for ACM must be conducted by IWD-licensed inspectors. Asbestos abatement must be performed by IWD-permitted asbestos abatement contractors. Management plans developed for the in-place management of asbestos-containing materials must be developed by an IWD-licensed management planner. When an abatement project design is prepared, it must be prepared by an IWD-licensed project designer.



IAC 875–10 adopts the Occupational Safety and Health Administration (OSHA) Asbestos standard for construction (29 CFR 1926.1101) by reference. The OSHA standard requires that employee exposure to airborne asbestos fibers be maintained below the permissible exposure limits (PEL) of 0.1 asbestos fibers per cubic centimeter (0.1 f/cc) of air as an 8-hour time-weighted average and 1.0 f/cc as a 30-minute excursion. The OSHA standard classifies construction and maintenance activities that could disturb ACM and specifies work practices and precautions that employers must follow when engaging in each class of regulated work.

3.2 Homogeneous Areas

Prior to sampling, homogeneous areas were identified in order to facilitate a sampling strategy. A homogeneous sampling area can be described as one or more areas with suspect material similar in appearance and texture that have the same installation date and function. The actual number of samples collected from each homogeneous sampling area may vary, dependent upon material type and the professional judgment of the inspector.

3.3 Sampling Strategy

The sampling strategy incorporated Asbestos Hazard Emergency Response Act (AHERA) requirements, quantities of suspect material, and the inspector's judgment to aid in the identification of suspect asbestos-containing materials. If the analytical results indicated that all the samples collected per homogeneous area did not contain asbestos, then the homogeneous area (material) was considered non-asbestos-containing. However, if the analytical results of one or more of the samples collected per homogeneous area indicated that asbestos was present in quantities greater than one percent asbestos (as defined by USEPA), all of the homogeneous area (material) was treated as an asbestos-containing material regardless of any other analytical results. Materials which were visually determined to be non-asbestos (i.e. fibrous glass, foam rubber, etc.) by the accredited inspector were not required to be sampled. Actual collection of a bulk asbestos sample involves physically removing approximately one square inch (1 in²) of material and placing it in an airtight sample container. Sample containers were marked with a unique identification number, which was documented in the field notes.

3.4 Laboratory Analytical Results

A total of **19** samples were collected from building materials suspected of containing asbestos. The samples were submitted under chain of custody to Eurofins Built Environment Testing (Eurofins) located at 730 SE Maynard Road in Cary, North Carolina, for analysis by polarized light microscopy (PLM) with dispersion staining techniques per the *USEPA Method for the Determination of Asbestos in Bulk Building Materials (600/R-93-116)*. The percentage of asbestos, if applicable, was established by microscopic visual estimation. EMSL is an accredited laboratory by the National Voluntary Laboratory Accreditation Plan (NVLAP) No. 101896-0. Any material that contains greater than one percent (>1%) asbestos is considered an ACM and must be handled according to Occupational Safety and Health Administration (OSHA), USEPA, and all applicable state and local regulations.

Laboratory test results are provided in Appendix A.

3.5 Suspect Asbestos-Containing Materials

The following table contains a list of suspect asbestos containing materials sampled:

Limited Hazardous Building Materials Survey

A.E. Shephard Building – AC Replacement Project #6792 ♦ Eldora, IA
January 9, 2025 ♦ Project No. 204BS08146



TABLE 1: SUSPECT BUILDING MATERIALS		
Material	Location	Sample Number
Drywall Mud	Auditorium HVAC Closet, above Door	S-1
Drywall Tape	Auditorium HVAC Closet, above Door	S-2
Drywall	Auditorium HVAC Closet, East Wall	S-3
Thermal Systems Insulation	Boiler Room, Hot Water Supply	S-4
Drywall Mud	Stairway, North Wall, beneath Outlet	S-5
Drywall Mud	Auditorium Stage, West Dividing Wall	S-6
TSI Panel	HVAC Closet, HVAC Duct, North Side	S-7
Duck Sealant (gray)	HVAC Closet, West HVAC Duct	S-8
TSI Panel	HVAC Closet, West Wall	S-9
TSI	HVAC Closet, 3" Pipe	S-10
Carpet Mastic (tan)	Auditorium, Northeast corner	S-11
12" x 12" Vinyl Floor Tile (gray)	Auditorium, West Exit	S-12
Vinyl floor Tile Mastic (tan)	Auditorium, West Exit	S-13
Drywall Mud	Museum HVAC Closet, South Wall	S-14
Carpet Mastic	Museum HVAC Closet, Doorway	S-15
2' x 4' Ceiling Tile	Museum Restroom	S-16
Brick Mortar	Exterior, NE Corner	S-17
Caulk (black)	Exterior, West Wall, South AC Unit	S-18
Caulk (white)	Exterior, Northwest Corner	S-19

Table 2 below identifies the materials that have been determined, through laboratory analysis, to contain asbestos:

TABLE 2: ASBESTOS-CONTAINING MATERIALS				
Sample Number	Material	Location	Approx. Quantity	Asbestos Content
Asbestos was not identified in any of the bulk samples collected.				
SF = Square Feet, LF = Linear Feet				



4.0 LEAD PAINT CHIP TESTING

Atlas collected paint chip samples from representative surface coatings that may be impacted by renovation/demolition activities.

Surface coatings that were collected were considered to be representative of materials in a homogeneous area if:

1. They exhibited similar physical characteristics (suspect materials alike in appearance, substrate, color, and time of application were tested as homogenous areas)
2. The application of the tested surface could be associated to an application of an unsampled surface.

Atlas collected and submitted a total of **two** paint chip samples from surface coatings. The samples were submitted to Eurofins Built Environment Testing (Eurofins) located at 730 SE Maynard Road in Cary, North Carolina, under proper chain of custody for analysis by Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B). EMSL is accredited under the American Industrial Hygiene Association-Laboratory Accreditation Program (AIHA-LAP, LLC) (AIHA-LAP; lab code 100194). A copy of the analytical results and chain of custody can be found in Appendix B.

The USEPA has defined LBP as “*paint or other surface coatings that contain lead in excess of 0.5 percent by weight (>0.5%)*”. Results less than 0.5% by weight indicate that lead is not present at or above the USEPA regulatory level; however, lead was present in lower concentrations above the laboratory detection limit in other surfaces tested and these are classified as lead-containing paint (LCP). Negative results do not mean that lead is not present.

4.1 Regulation Review

The disturbance and disposal of materials with surface coatings that contain lead paint are regulated by the USEPA, OSHA and the State of Iowa. The Resource Conservation and Recovery Act (RCRA) provides the USEPA with the authority to regulate the waste status of demolition or renovation debris, including lead-containing materials. Specific notification and testing requirements must be addressed prior to transporting, treating, storing, or disposing of hazardous wastes.

Construction work covered by 29 CFR 1926.62 includes any repair, renovation or other activities that disturb in-place, lead-containing materials, but does not include routine cleaning and repainting where there is insignificant damage, wear or corrosion of existing lead-containing coatings or substrates. Unless adequately protected, employee exposures to lead must not exceed airborne concentrations >50 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) averaged over an 8-hour period.

Occupational exposure to lead occurring in the course of construction work, including maintenance activities, painting, alteration and repairs is subject to the OSHA Lead standard (29 CFR 1926.62). The lead standard applies to any detectable concentration of lead in paint, as even small concentrations of lead can result in unacceptable employee exposures depending upon the method of removal and other workplace conditions.



The disposal of lead-based paint waste, as well as paint waste containing other heavy metals, is regulated by the USEPA and State of Iowa. Wastes generated by industrial businesses, commercial businesses, and government institutions are subject to regulation. Commercial business owners and removal contractors are required to determine if paint waste generated from nonresidential structures (such as public and commercial buildings, warehouses, bridges, water towers, and transmission towers) contains heavy metals that would cause the debris to be considered a hazardous waste. Disposal options and applicable management requirements for collected debris will be based upon whether the waste stream is considered a hazardous waste and the amount of debris generated. Removal contractors and building owners need to include these factors when preparing and responding to bid specifications. Specific notification and testing requirements must be addressed prior to transporting, treating, storing, or disposing of hazardous wastes. Lead-containing wastes are considered hazardous waste under RCRA if Toxicity Characteristic Leachate Procedure (TCLP) results exceed 5 milligrams per liter (mg/L). The USEPA has made exceptions for the handling and disposal of lead wastes generated from residential housing.

Specific notification and testing requirements must be addressed prior to transporting, treating, storing, or disposing of hazardous wastes. Lead-containing wastes are considered hazardous waste under RCRA if Toxicity Characteristic Leachate Procedure (TCLP) results exceed 5 milligrams per liter (mg/L). The USEPA has made exceptions for the handling and disposal of lead wastes generated from residential housing.

The above overview is not intended to be inclusive of all potentially pertinent regulatory information. The relevant USEPA, OSHA and State of Iowa regulations should be consulted prior to undertaking activities involving the demolition, renovation or maintenance of surface coatings that contain lead.

4.2 Lead Paint Testing

The following surface coatings were collected as part of the lead paint testing:

TABLE 3: LEAD PAINT SUMMARY				
Sample Number	Sample Location	Representative Material	Paint Color	Lead Concentration (% by weight)
PCS-1	Auditorium, Northeast Corner	Drywall	Eggshell	<0.0046
PCS-2	Auditorium, West Dividing Wall near West Exit	Drywall	Maroon	<0.0039

bolded = lead-based paint

This evaluation report can help the Owner develop a plan for renovating the building by having concentrations of lead in the paint identified. It is our understanding that the information in this report will be provided to the contractors so that appropriate precautions can be made to minimize worker exposure to lead. If surface coatings with lead containing paint are handled improperly, exposure could occur to workers and future occupants of the facility.



5.0 HAZARDOUS MATERIALS SURVEY

Atlas completed a visual inspection of areas throughout the intended work areas in an attempt to identify hazardous wastes or universal wastes that may be impacted by planned renovation activities. The survey included a visual inspection of: light fixtures and other equipment for the presence of Polychlorinated Biphenyls (PCBs); light bulbs, thermostats, switches, and other equipment for the presence of mercury; refrigerants, batteries, and devices with potential radioactive materials.

TABLE 4: HAZARDOUS BUILDING MATERIALS		
Category	Material	Estimated Quantity
Batteries	Lead Acid	1
	Nickel Cadmium	30
	Lithium-Ion	NA
Mercury	Thermostats	NA
	Fluorescent Light Tubes	86
	High Intensity Discharge Bulbs	NA
	Strobes	22
RCRA Metals	LED Light Fixtures	NA
Poly-Chlorinated Biphenyl (PCBs)	Light Ballasts	39
	Transformers	1
Low Level Radioactive Sources (LLR)	Tritium Exit Signs	NA
	Smoke Detectors	27
Chlorofluorocarbons (CFCs) or Hydro Chlorofluorocarbons (HCFCs)	Refrigerator/Cooler	NA
	Freezer	NA
	Water Fountain	2

6.0 CONCLUSIONS AND RECOMMENDATIONS

6.1 Asbestos

The NESHAP and OSHA regulations govern the removal of ACM. Atlas recommends that a State of Iowa certified abatement contractor be retained to properly abate and dispose of ACM identified in Table 1 above and in accordance with local, state, and federal regulations.

The owner and/or operator are responsible for NESHAP regulatory compliance regarding the proper removal, handling, and disposal of ACM containing >1% asbestos prior to renovation or



demolition. Also, per state regulations, please be aware that the owner and/or operator must submit a notification to the IDNR 10-business days prior to asbestos abatement at certain quantity thresholds and prior to renovation/demolition activities.

6.2 Lead

Lead was not identified above the laboratory detection limit in either of the two surface coatings tested.

Contractors should use caution during construction-related activities as concealed surface coatings containing lead-based paints that were not previously tested may be encountered. If materials not sampled during this investigation are later identified to contain regulated quantities of lead concentrations, then they should be removed, controlled and/or disposed in accordance with federal, state and local regulations, prior to disturbance. OSHA considers any detectable level of lead as LCP and disturbance of these surface coatings is subject to the training and work practices in OSHA 29 CFR 1926.62 "Lead in Construction".

6.3 Hazardous Materials

If any of the hazardous materials or universal wastes identified in Table 4 above are to be impacted as part of the renovation contractor's scope of work they shall be disposed of according to the USEPA Toxic Substances Control Act (TSCA) and the State of Iowa regulations.

7.0 LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the January 9, 2025, Atlas inspection of the Eldora STS A. E. Shephard Building – AC Replacement Project #6792 located at 3211 Edgington Avenue in Eldora, Iowa.

Atlas did not perform destructive sampling -- it was not within Atlas's scope of work to remove surface materials to investigate portions of the structure or materials that may lay beneath the surface -- thus, any materials that could not be visually identified on the surface were not inspected and would not be noted in this report. Atlas's selection of sample locations and frequency of sampling was based on the inspector's assumption that like materials in the same area are homogeneous in content.

The report is designed to aid the building owner, architect, construction manager, general contractor, and potential asbestos abatement contractor in locating ACM. Under no circumstances is the report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Work plan.

Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This statement is in lieu of other statements either expressed or implied. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.

Limited Hazardous Building Materials Survey

A.E. Shephard Building – AC Replacement Project #6792 ♦ Eldora, IA
January 9, 2025 ♦ Project No. 204BS08146



This report is intended for the sole use of IDAS. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

Atlas recommendations are based in part on federal, state, local regulations, and guidelines. Atlas does not undertake responsibility for reporting to any local, state, or federal public agencies of conditions at the site that may present a potential danger to public health or safety. Atlas recommends that the Client comply with regulations and response actions in accordance with federal, state, and local regulations.

APPENDIX A

Asbestos Analytical Report and Chain of Custody

January 15, 2025

Phil Thomas
Atlas Tech. Consultants (Omaha)
11117 Mockingbird Drive
Omaha, NE 68137

CLIENT PROJECT: Eldora, 204B508146
LAB CODE: 627611-1

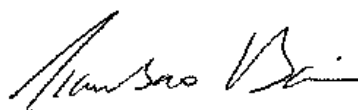
Dear Phil,

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on January 13, 2025. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA 40 CFR Appendix E to Subpart E of Part 763: Interim Method of the Determination of Asbestos in Bulk Insulation Samples.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% by calibrated visual estimate.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP 101768-0

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Atlas Tech. Consultants (Omaha)

CLIENT PROJECT: Eldora, 204B508146

LAB CODE: 627611-1

TEST METHOD: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart
E of Part 763

REPORT DATE: 01/15/25

Project: Eldora, 204B508146

Lab Code: 627611-1

Method: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

Client ID	Lab ID	Layer	Sample Description	Asbestos %
S-1	2976602		White drywall mud	None Detected
S-2	2976603		White drywall tape	None Detected
S-3	2976604		Tan/gray drywall	None Detected
S-4	2976605		White/gray thermal systems insulation (tsi)	None Detected
S-5	2976606		White drywall mud	None Detected
S-6	2976607		White/red drywall mud	None Detected
S-7	2976608		White/yellow thermal systems insulation (tsi) panel	None Detected
S-8	2976609		Gray sealant	None Detected
S-9	2976610		White/yellow thermal systems insulation (tsi) panel	None Detected
S-10	2976611		White/yellow thermal systems insulation (tsi)	None Detected
S-11	2976612		Tan carpet mastic	None Detected
S-12	2976613		Gray/white floor tile	None Detected
S-12 (2)	2982859		Clear mastic	None Detected
S-13	2976614		Yellow floor tile mastic	None Detected
S-14	2976615		White drywall mud	None Detected
S-15	2976616		Green/cream carpet mastic	None Detected
S-16	2976617		White/gray ceiling tile	None Detected
S-17	2976618		Gray/white brick mortar	None Detected
S-18	2976619		Black caulk	None Detected
S-19	2976620		White caulk	None Detected

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Atlas Tech. Consultants (Omaha)
11117 Mockingbird Drive
Omaha, NE 68137

Lab Code: 627611-1
Date Received: 01/13/25
Date Analyzed: 01/15/25
Date Reported: 01/15/25

Project: Eldora, 204B508146

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
S-1 2976602	Drywall Mud	Homogeneous			65%	Binder	None Detected
		White			35%	Calc Carb	
		Non-Fibrous			<1%	Paint	
		Bound					
S-2 2976603	Drywall Tape	Homogeneous	100%	Cellulose			None Detected
		White					
		Fibrous					
		Bound					
S-3 2976604	Drywall	Hetrogeneous	15%	Cellulose	80%	Gypsum	None Detected
		Tan/gray	5%	Glass			
		Fibrous					
		Bound					
S-4 2976605	Thermal Systems Insulation (Tsi)	Hetrogeneous	30%	Glass	70%	Binder	None Detected
		White/gray					
		Fibrous					
		Bound					
S-5 2976606	Drywall Mud	Homogeneous			65%	Binder	None Detected
		White			35%	Calc Carb	
		Non-Fibrous			<1%	Paint	
		Bound					
S-6 2976607	Drywall Mud	Homogeneous			65%	Binder	None Detected
		White/red			35%	Calc Carb	
		Non-Fibrous			<1%	Paint	
		Bound					
S-7 2976608	Thermal Systems Insulation (Tsi) Panel	Homogeneous	5%	Cellulose	5%	Paint	None Detected
		White/yellow	90%	Glass			
		Fibrous					
		Bound					

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Atlas Tech. Consultants (Omaha)
11117 Mockingbird Drive
Omaha, NE 68137

Lab Code: 627611-1
Date Received: 01/13/25
Date Analyzed: 01/15/25
Date Reported: 01/15/25

Project: Eldora, 204B508146

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS			ASBESTOS
Lab ID	Description	Attributes	Fibrous	Non-Fibrous		%
S-8 2976609	Sealant	Homogeneous Gray Non-Fibrous Bound		100%	Binder	None Detected
S-9 2976610	Thermal Systems Insulation (Tsi) Panel	Hetrogeneous White/yellow Fibrous Bound	10% 85%	Cellulose Glass	5% Paint	None Detected
S-10 2976611	Thermal Systems Insulation (Tsi)	Hetrogeneous White/yellow Fibrous Bound	35%	Glass	65% <1% Binder Paint	None Detected
S-11 2976612	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound		100%	Mastic	None Detected
S-12 2976613	Floor Tile	Hetrogeneous Gray/white Non-Fibrous Bound		100%	Vinyl	None Detected
S-12 (2) 2982859	Mastic	Homogeneous Clear Non-Fibrous Bound		100%	Mastic	None Detected
S-13 2976614	Floor Tile Mastic	Homogeneous Yellow Non-Fibrous Bound		100%	Mastic	None Detected

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Atlas Tech. Consultants (Omaha)
11117 Mockingbird Drive
Omaha, NE 68137

Lab Code: 627611-1
Date Received: 01/13/25
Date Analyzed: 01/15/25
Date Reported: 01/15/25

Project: Eldora, 204B508146

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS			ASBESTOS
Lab ID	Description	Attributes	Fibrous	Non-Fibrous		%
S-14 2976615	Drywall Mud	Homogeneous		65%	Binder	None Detected
		White Non-Fibrous Bound		35%	Calc Carb	
S-15 2976616	Carpet Mastic	Homogeneous		100%	Mastic	None Detected
		Green/cream Non-Fibrous Bound				
S-16 2976617	Ceiling Tile	Hetrogeneous	60%	Cellulose	5%	None Detected
		White/gray Fibrous Bound	20%	Glass	15%	
S-17 2976618	Brick Mortar	Hetrogeneous		65%	Silica	None Detected
		Gray/white Non-Fibrous Bound		35%	Binder	
S-18 2976619	Caulk	Homogeneous		100%	Caulk	None Detected
		Black Non-Fibrous Bound				
S-19 2976620	Caulk	Homogeneous		100%	Caulk	None Detected
		White Non-Fibrous Bound		<1%	Paint	

LEGEND:

Non-Anth = Non-Asbestiform Anthophyllite

Non-Trem = Non-Asbestiform Tremolite

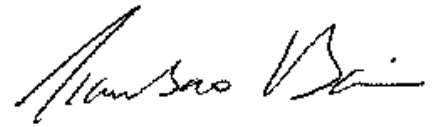
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763**REPORTING LIMIT:** 1% by calibrated visual estimation**REGULATORY LIMIT:** 1%

Due to the limitations of the EPA 600 / R93 / 116 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

Eurofins Built Environment Testing East, LLC makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins Built Environment Testing East, LLC. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

Jacob Cox
Analyst**DATA QA:**Kathryn Wescott
1/15/2025**APPROVED BY:**Tianbao Bai, Ph.D., CIH
Laboratory Director



Built Environment Testing

RES Job #: 627611

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: Atlas Tech. Consultants (Omaha)	Company: Atlas Tech. Consultants (Omaha)	Contact: Phil Thomas	-1 PLM Priority 48
Address: 11117 Mockingbird Drive	Address: 11117 Mockingbird Drive	Phone: (402) 697-9747	
		Fax:	
Omaha, NE 68137	Omaha, NE 68137	Cell: (402) 670-3661	
Project Number and/or P.O. #: None Given	Project Zip Code:	Final Data Deliverable Email Address:	
Project Description/Location: Eldora, 204B508146		phil.thomas@oneatlas.com (+ 3 ADDNL. CONTACTS)	

ASBESTOS LABORATORY	REQUESTED ANALYSIS										VALID MATRIX CODES	LAB NOTES
PLM / PCM / TEM DTL RUSH PRIORITY STANDARD											Air = A Bulk = B	IA
											Dust = D Food = F	
											Paint = P Soil = S	
											Surface = SU Swab = SW	
											Tape = T Wipe = W	
											Drinking Water = DW	
											Waste Water = WW	
											ASTM E1792 approved wipe media only	
CHEMISTRY LABORATORY												Laboratory Analysis Instructions
Dust RUSH PRIORITY STANDARD												
Metals RUSH PRIORITY STANDARD												
Organics* SAME DAY RUSH PRIORITY STANDARD												
MICROBIOLOGY LABORATORY												
Viable Analysis** PRIORITY STANDARD												
Medical Device Analysis RUSH STANDARD												
Mold Analysis RUSH PRIORITY STANDARD												
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.												
Special Instructions: IA												
Client Sample ID Number	(Sample ID's must be unique)											
1 S-1	X											
2 S-2	X											
3 S-3	X											
4 S-4	X											
5 S-5	X											
6 S-6	X											
7 S-7	X											
8 S-8	X											
9 S-9	X											
10 S-10	X											
11 S-11	X											
12 S-12	X											
13 S-13	X											

Eurofins Built Environment Testing East, LLC establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.

Eurofins Built Environment Testing East, LLC will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Date/Time: 01/13/2025 15:29:50	Sample Condition: Acceptable
Received By: BNB	Date/Time: 01/13/2025 15:29:50	Carrier: Fed-Ex



RES Job #: 627611

Submitted By: Atlas Tech. Consultants (Omaha)



Built Environment Testing

RES Job #: 627611

Submitted By: Atlas Tech. Consultants (Omaha)

REQUESTED ANALYSIS										VALID MATRIX CODES						LAB NOTES					
PLM - PLM Short Report (EPA/600/R-93/116) TEM PCM DUST METALS ORGANICS VIABLES MEDICAL MOLD										Air = A	Bulk = B	IA									
										Dust = D	Food = F										
										Paint = P	Soil = S										
										Surface = SU	Swab = SW										
										Tape = T	Wipe = W										
											Drinking Water = DW										
											Waste Water = WW										
											ASTM E1792 approved wipe media only										
Client Sample ID Number (Sample ID's must be unique)										ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Sample Volume (L) / Area	Sample Temperature (°C)	Length (or Aliquots) x Width (or Area) (Aliquot)	Matrix Code	# of Containers	Date Collected mm/dd/yy	Time Collected hh:mm	Laboratory Analysis Instructions
14 S-14	X																B				
15 S-15	X																B				
16 S-16	X																B				
17 S-17	X																B				
18 S-18	X																B				
19 S-19	X																B				



CEI

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

CHAIN OF CUSTODY

LAB USE ONLY:

CEI Lab Code:

627611

CEI Lab I.D. Range:

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact:
Company: Atlas	Email / Tel:
Address: 11117 Mockingbird Drive	Project Name: ELDERA
Omaha, NE 68137	Project ID#: 2040508146
Email: phil.thomas@oneatlas.com	PO #:
Tel: (402) 697-9747 Fax:	STATE SAMPLES COLLECTED IN: IA

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	☐	☐	☐	☒	☐	☐
PLM POINT COUNT (400)	EPA 600	☐	☐	☐	☐	☐	☐
PLM POINT COUNT (1000)	EPA 600	☐	☐	☐	☐	☐	☐
PLM GRAV w POINT COUNT	EPA 600		☐	☐	☐	☐	☐
PLM BULK	CARB 435		☐	☐	☐	☐	☐
PCM AIR	NIOSH 7400	☐	☐	☐	☐	☐	☐
TEM AIR	EPA AHERA	☐	☐	☐	☐	☐	☐
TEM AIR	NIOSH 7402	☐	☐	☐	☐	☐	☐
TEM AIR (PCME)	ISO 10312	☐	☐	☐	☐	☐	☐
TEM AIR	ASTM 6281-15	☐	☐	☐	☐	☐	☐
TEM BULK	CHATFIELD		☐	☐	☐	☐	☐
TEM DUST WIPE	ASTM D6480-05 (2010)	☐	☐	☐	☐	☐	☐
TEM DUST MICROVAC	ASTM D5755-09 (2014)	☐	☐	☐	☐	☐	☐
TEM SOIL	ASTM D7521-16			☐	☐	☐	☐
TEM VERMICULITE	CINCINNATI METHOD			☐	☐	☐	☐
TEM QUALITATIVE	IN-HOUSE METHOD		☐	☐	☐	☐	☐
OTHER:		☐	☐	☐	☐	☐	☐

REMARKS / SPECIAL INSTRUCTIONS:

SEE OTHER SHEETS

- ☐ Accept Samples
☐ Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
Eric Brown	1/9/2025 17:00	RK	1/13/25 11:05

Samples will be disposed of 30 days after analysis

7713 2844 6896

ASBESTOS BULK SAMPLE FORM

Page ___ of ___

ATLAS

11117 Mockingbird Drive
Omaha, NE 68137

Phone (402) 697-9747
Fax (402) 597-8532

Project Information

Client:	Project Description: <i>A.E. SHEPARD</i>	Project Manager: <i>PT</i> Inspector: <i>EB</i>
Date: <i>1/9/25</i>	Site Location: <i>ELDORA</i>	ATLAS PROJECT NUMBER: <i>2048508146</i>

Sample #	Material Description	Floor	Sample Location	Quantity
S-1	DRYWALL MUD	1	HVAC CLOSET PERIMETER ABOVE DOOR	
S-2	DRYWALL TAPE	1	HVAC CLOSET ABOVE DOOR	
S-3	DRYWALL	1	HVAC CLOSET E WALL	
S-4	TSI	B	BOILER ROOM HOT WATER SUPPLY	
S-5	DRYWALL MUD	B	STAIRWAY N. WALL BENEATH OUTLET	
S-6	DRYWALL MUD	1	AUDITORIUM STAGE, W DIVIDING WALL, BY W EXIT	
S-7	TSI PANEL	1	HVAC CLOSET HVAC DUCT N. SIDE	
S-8	DUCT SEALANT GRAY	1	WEST HVAC CLOSET HVAC DUCT	
S-9	TSI PANEL	1	HVAC CLOSET W. WALL	
S-10	TSI	1	HVAC CLOSET 3" PIPE	
S-11	TAN CARPET MASTIC	1	AUDITORIUM NE CORNER	
S-12	12"x12" GRAY VPT	1	AUDITORIUM W. EXIT	
S-13	VPT MASTIC TAN	1	AUDITORIUM W. EXIT	

ATLAS

Page of

Phone (402) 697-9747
Fax (402) 597-8532

Client:	Project Description: <i>A. E. SHEPHERD</i>	Project Manager: <i>PT</i> Inspector: <i>EB</i>
Date: <i>1/9/25</i>	Site Location: <i>ELDORA</i>	ATLAS PROJECT NUMBER: <i>2048508146</i>

[illegible]

APPENDIX B

Lead Analytical Report and Chain of Custody

January 16, 2025

Phil Thomas
Atlas Tech. Consultants (Omaha)
11117 Mockingbird Drive
Omaha, NE 68137

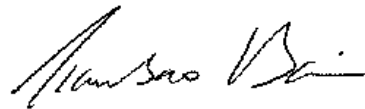
CLIENT PROJECT: Eldora, 204B508146
LAB CODE: 627610-1

Dear Phil,

Enclosed are lead analysis results for chemistry samples received at our laboratory on January 13, 2025. The samples were analyzed for lead using flame atomic absorption spectrophotometry.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

AIHA LAP 103025



7469 Whitepine Rd
North Chesterfield, VA 23237
Telephone: 800.347.4010

Lead Paint Chip Analysis Report

Report Number: 25-01-02233

Client: Eurofins Built Environment Testing East
730 S.E. Maynard Road
Cary, NC 27511

Received Date: 01/15/2025
Analyzed Date: 01/15/2025
Reported Date: 01/16/2025

Project/Test Address: 627610
Collection Date: 01/09/2025

Client Number:
34-1445

Fax Number:
919-481-1442

Laboratory Results

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
25-01-02233-001	PCS-1		<46	<0.0046	
25-01-02233-002	PCS-2		<39	<0.0039	

Preparation Method: ASTM E-1979-17
Analysis Method: EPA SW846 7000B

Reviewed By Authorized Signatory:

Melissa Kanode
QA/QC Clerk

The Reporting Limit (RL) for samples prepared by ASTM E-1979-17 is 10.0 ug Total Pb. The RL for samples prepared by EPA SW846 3050B is 25.0 ug Total Pb. Paint chip area and results are calculated based on area measurements determined by the client. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc., was provided by the client. Results reported above in mg/cm3 are calculated based on area supplied by client. This report shall not be reproduced except in full, without the written consent of Environmental Hazards Services, L.L.C.

ELLAP Accreditation through AIHA LAP, LLC (100420), NY ELAP #11714.

LEGEND	Pb= lead	ug = microgram	ppm = parts per million
	ug/g = micrograms per gram	Wt. = weight	

-APR 1 67

NEW YORK CITY DO NOT WIPE PROJECTS: Please take floor dust or debris samples using a 2' x 4' pop broom.

உதவி செய்து கொடுக்கப்படுகிறது.

3127



Built Environment Testing

RES Job #: 627610

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: Atlas Tech. Consultants (Omaha)	Company: Atlas Tech. Consultants (Omaha)	Contact: Phil Thomas	-1 Chem Priority 48
Address: 11117 Mockingbird Drive	Address: 11117 Mockingbird Drive	Phone: (402) 697-9747	
		Fax:	
Omaha, NE 68137	Omaha, NE 68137	Cell: (402) 670-3661	
Project Number and/or P.O. #: None Given	Project Zip Code:	Final Data Deliverable Email Address:	
Project Description/Location: Eldora, 204B508146		phil.thomas@oneatlas.com (+ 3 ADDNL. CONTACTS)	

ASBESTOS LABORATORY					REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES						
PLM / PCM / TEM		DTL RUSH PRIORITY STANDARD			PLM	TEM	PCM	DUST	METALS - Analyte(s) [Pb USEPA SW846 7000B - By Flame AA	ORGANICS	VIABLES	MEDICAL	MOLD		Air = A		Bulk = B		IA		
															Dust = D		Food = F				
															Paint = P		Soil = S				
															Surface = SU		Swab = SW				
															Tape = T		Wipe = W				
															Drinking Water = DW						
															Waste Water = WW						
															ASTM E1792 approved wipe media only						
															Sample Volume (L) / Area	Sample Temperature (°C)	Length (or Aliquots) x Width (or Area) (Aliquot)	Matrix Code	# of Containers	Date Collected mm/dd/yy	Time Collected hh:mm
CHEMISTRY LABORATORY															Laboratory Analysis Instructions						
Dust		RUSH PRIORITY STANDARD																			
Metals		RUSH		PRIORITY STANDARD	*PRIOR NOTICE REQUIRED FOR SAME DAY TAT																
Organics*		SAME DAY RUSH		PRIORITY STANDARD																	
MICROBIOLOGY LABORATORY																					
Viable Analysis**		PRIORITY STANDARD			**TAT DEPENDENT ON SPEED OF MICROBIAL GROWTH																
Medical Device Analysis		RUSH		STANDARD																	
Mold Analysis		RUSH		PRIORITY STANDARD																	
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.															Laboratory Analysis Instructions						
Special Instructions: IA																					
Client Sample ID Number (Sample ID's must be unique)																					
1 PCS-1					ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO							P						
2 PCS-2															P						

Eurofins Built Environment Testing East, LLC establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.

Eurofins Built Environment Testing East, LLC will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Date/Time: 01/13/2025 15:25:27	Sample Condition: Acceptable
Received By:  Brian Bailey	Date/Time: 01/13/2025 15:25:27	Carrier: Fed-Ex



CEI

CHAIN OF CUSTODY

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:
CEI Lab Code: 627610
CEI Lab I.D. Range:

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact:
Company: Atlas	Email / Tel:
Address: 11117 Mockingbird Drive	Project Name: ELDOA
Omaha, NE 68137	Project ID# 2048509146
Email: phil.thomas@oneatlas.com	PO #:
Tel: (402) 697-9747 Fax:	STATE SAMPLES COLLECTED IN: IA

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

Analyte	METHOD	TURN AROUND TIME					
		4 HR**	8 HR**	1 DAY**	2 DAY	3 DAY	5 DAY
LEAD PAINT	EPA SW846 7000B				☒	☐	☐
LEAD WIPE	EPA SW846 7000B				☐	☐	☐
LEAD SOIL	EPA SW846 7000B				☐	☐	☐
LEAD AIR	EPA SW846 7000B				☐	☐	☐
LEAD TCLP	EPA SW846 7000B				☐	☐	☐
RCRA 8 METALS	EPA SW846 7000B				☐	☐	☐
RCRA 8 TCLP	EPA SW846 7000B				☐	☐	☐
OTHER:					☐	☐	☐

**TAT IS NOT AVAILABLE. LEAD SAMPLES ARE SUBCONTRACTED FOR ANALYSIS TO AN ELLAP ACCREDITED LAB.

REMARKS:			
SEE OTHER SHEET			
		☐ Accept Samples ☐ Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
Eric Brown	1/9/2025 17:00	RK	1/13/25 11:05

Samples will be disposed of 30 days after analysis

ATLAS

11117 Mockingbird Drive
Omaha, NE 68137

Phone (402) 697-9747

Client:	Project Description: A.R. SHEPHERD BUILDING	Project Manager: PT Inspector: EB
Date: 1/9/25	Site Location: ELDORA	ATLAS PROJECT NUMBER: 204BS05146

[illegible]

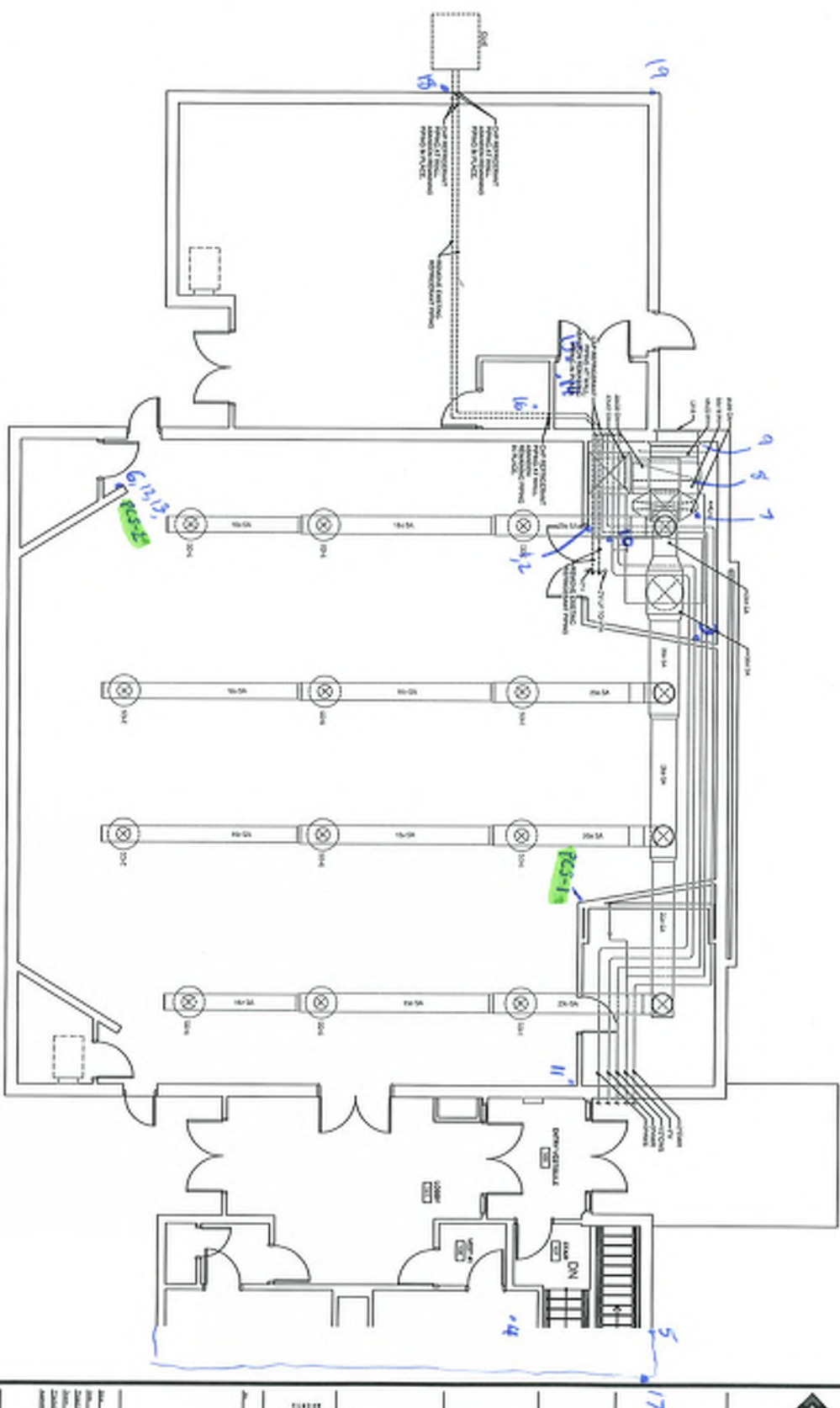
APPENDIX C

Drawing(s) with Sample Locations



1 FIRST FLOOR DEMOLITION PLAN - MECHANICAL

PCS = PAINT CHIP SAMPLES



RECORD AN OFFICIAL'S VOTING RECORD. An individual may request that his or her voting record be recorded in the public record. The individual must submit a written request to the clerk of the board of elections. The request must be received by the clerk of the board of elections at least 10 days before the election. The clerk of the board of elections will then make the record available to the public.

IDAS/Eldora/STS - AC Replacement
Project #202001



© 2008 Blackwell Publishing Ltd
Journal of Internal Medicine 263: 105–114

PRELIMINARY
NOT FOR
CONSTRUCTION

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is expected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is expected to reach 1.7 billion by the year 2015.

Age	5
Sex	Male
Weight	140 lb
Height	5' 10"
Color	White
Build	Slender
Occupation	Student
First Fluoridation	1962
Second Fluoridation	1965
Third Fluoridation	1968
Fourth Fluoridation	1971
Fifth Fluoridation	1974
Sixth Fluoridation	1977
Seventh Fluoridation	1980
Eighth Fluoridation	1983
Ninth Fluoridation	1986
Tenth Fluoridation	1989
Eleventh Fluoridation	1992
Twelfth Fluoridation	1995
Thirteenth Fluoridation	1998
Fourteenth Fluoridation	2001
Fifteenth Fluoridation	2004
Sixteenth Fluoridation	2007
Seventeenth Fluoridation	2010
Eighteenth Fluoridation	2013
Nineteenth Fluoridation	2016
Twentieth Fluoridation	2019
Twenty-first Fluoridation	2022
Twenty-second Fluoridation	2025
Twenty-third Fluoridation	2028
Twenty-fourth Fluoridation	2031
Twenty-fifth Fluoridation	2034
Twenty-sixth Fluoridation	2037
Twenty-seventh Fluoridation	2040
Twenty-eighth Fluoridation	2043
Twenty-ninth Fluoridation	2046
Thirtieth Fluoridation	2049
Thirty-first Fluoridation	2052
Thirty-second Fluoridation	2055
Thirty-third Fluoridation	2058
Thirty-fourth Fluoridation	2061
Thirty-fifth Fluoridation	2064
Thirty-sixth Fluoridation	2067
Thirty-seventh Fluoridation	2070
Thirty-eighth Fluoridation	2073
Thirty-ninth Fluoridation	2076
Fortieth Fluoridation	2079
Forty-first Fluoridation	2082
Forty-second Fluoridation	2085
Forty-third Fluoridation	2088
Forty-fourth Fluoridation	2091
Forty-fifth Fluoridation	2094
Forty-sixth Fluoridation	2097
Forty-seventh Fluoridation	2100
Forty-eighth Fluoridation	2103
Forty-ninth Fluoridation	2106
Fiftieth Fluoridation	2109
Fifty-first Fluoridation	2112
Fifty-second Fluoridation	2115
Fifty-third Fluoridation	2118
Fifty-fourth Fluoridation	2121
Fifty-fifth Fluoridation	2124
Fifty-sixth Fluoridation	2127
Fifty-seventh Fluoridation	2130
Fifty-eighth Fluoridation	2133
Fifty-ninth Fluoridation	2136
Sixtieth Fluoridation	2139
Sixty-first Fluoridation	2142
Sixty-second Fluoridation	2145
Sixty-third Fluoridation	2148
Sixty-fourth Fluoridation	2151
Sixty-fifth Fluoridation	2154
Sixty-sixth Fluoridation	2157
Sixty-seventh Fluoridation	2160
Sixty-eighth Fluoridation	2163
Sixty-ninth Fluoridation	2166
Seventieth Fluoridation	2169
Seventy-first Fluoridation	2172
Seventy-second Fluoridation	2175
Seventy-third Fluoridation	2178
Seventy-fourth Fluoridation	2181
Seventy-fifth Fluoridation	2184
Seventy-sixth Fluoridation	2187
Seventy-seventh Fluoridation	2190
Seventy-eighth Fluoridation	2193
Seventy-ninth Fluoridation	2196
Eightieth Fluoridation	2199
Eighty-first Fluoridation	2202
Eighty-second Fluoridation	2205
Eighty-third Fluoridation	2208
Eighty-fourth Fluoridation	2211
Eighty-fifth Fluoridation	2214
Eighty-sixth Fluoridation	2217
Eighty-seventh Fluoridation	2220
Eighty-eighth Fluoridation	2223
Eighty-ninth Fluoridation	2226
Ninetieth Fluoridation	2229
Ninety-first Fluoridation	2232
Ninety-second Fluoridation	2235
Ninety-third Fluoridation	2238
Ninety-fourth Fluoridation	2241
Ninety-fifth Fluoridation	2244
Ninety-sixth Fluoridation	2247
Ninety-seventh Fluoridation	2250
Ninety-eighth Fluoridation	2253
Ninety-ninth Fluoridation	2256
Hundredth Fluoridation	2259

M100

APPENDIX D

Photo Log



View of the A. E. Shepherd Building from the north.

1



View of the Auditorium.

2

Photograph Log
A. E. Shepherd Building
3211 Edginton Avenue
Eldora, Iowa

Atlas Technical Consultants LLC
4503 East 50th Street, Suite 800
Des Moines, IA 50317
(515) 981-4528
Project No. 204BS08146



View of the Auditorium HVAC closet.

3



View of the A. E. Shepherd Building from the northwest.

4

Photograph Log
 A. E. Shepherd Building
 3211 Edginton Avenue
 Eldora, Iowa

Atlas Technical Consultants LLC
 4503 East 50th Street, Suite 800
 Des Moines, IA 50317
 (515) 981-4528
 Project No. 204BS08146

APPENDIX E

Staff Certification(s)

ERIC BROWN

DOB: 05-07-1970

Issued: 02-27-2024



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	24-11418	02-09-2025



Asbestos

Larry Johnson, Jr.
Labor Commissioner

SECTION 00 3143

PERMIT APPLICATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PERMIT APPLICATION INFORMATION

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

1.03 LICENSES, PERMITS, AND RELATED INSPECTIONS

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 4116

BID FORM

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

RFB #945900-01

BID FORM for CONSTRUCTION CONTRACT
for
Iowa State Training School for Boys
3211 Edgington Ave, Eldora, Iowa 50627
Project 9459.00

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

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

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

Authorized Representative:

The undersigned Bidder, in response to your Request for Bid for construction of the above project, having examined the Drawings, Specifications, and other Bidding Documents dated January 17, 2025, and Addenda issued and acknowledged below as received and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies to perform all work to construct the project in strict accordance with the proposed Contract Documents, within the time and at the prices stated below. Prices are to cover all expenses incurred in performing the work required under the proposed Contract Documents, of which this bid is a part.

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

Number	_____	_____	_____	_____	_____
Dated	_____	_____	_____	_____	_____

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

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

BID PACKAGES:

BP 01

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

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

Dollars

(\$ _____).

Bidder hereby certifies that:

1. This bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation;
2. Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain any advantage over any other bidder or over the Owner.
3. Bidder hereby certifies that the Bidder is registered with the Iowa Labor Commissioner as a Contractor as required by Chapter 91C, Code of Iowa.
4. Bidder agrees to comply with all Federal and State Affirmative Action/Equal Employment Opportunity requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.
5. All construction under this Contract shall conform to the requirements of the *Iowa State Building Code*.
6. Bidder agrees that this bid shall remain valid and shall not be withdrawn for a period of thirty (30) calendar days after the date for receipt of bids.
7. Bidder agrees that if written notice of acceptance of this bid is mailed, emailed, or delivered to the undersigned within thirty (30) days after the date in which bids are due, or at any time thereafter before it is withdrawn, the undersigned will sign and return the Contract Agreement, prepared in accord with the Bidding Documents and this bid as accepted; and will also provide proof of insurance coverage and required surety bonds.
8. Bidder understands that the Owner reserves the right to reject any and all bids, and to waive irregularities or informalities and enter into a contract for the work, as the Owner deems to be in the best interest of the State.
9. Bidder understands that the Owner reserves the right to accept any, or no, Alternate Bid, if requested, and that the Alternate Bids may be considered in any order or combination, and the low Bidder shall be determined on the basis of the sum of the base bid and any Alternate(s) accepted.

Subcontractors:

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

Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

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

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

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

☐

Resident Bidder

Name of Resident Bidder: _____

By: _____
Authorized Agent and Signatory of Resident Bidder

OR:

☐

Nonresident Bidder

Name of Nonresident Bidder: _____

Name of State or Foreign Country of Nonresident Bidder: _____

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

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

By: _____
Authorized Agent and Signatory of Nonresident Bidder

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

Legal Name of Firm: _____

Date: _____

Signature of Bidder: _____

Title: _____

Typed Name of Signatory: _____

Email: _____

Business Address:

Telephone Number: _____ Fax Number: _____

Federal Tax Identification Number: _____

Iowa Contractor Registration Number: _____

Bidder Safety Manager Name: _____

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

END OF SECTION

SECTION 00 4116.01

NON-DISCRIMINATION CLAUSE

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

PART 1 - GENERAL

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

1.01 NONDISCRIMINATION CLAUSE

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 4116.02

TARGETED SMALL BUSINESS INFORMATION

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

PART 1 - GENERAL

1.01 TARGETED SMALL BUSINESS INFORMATION

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBCONTRACTOR
TARGETED SMALL BUSINESS ENTERPRISE
PRE-BID CONTRACT INFORMATION

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

(to be completed by bidder)

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

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

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.)

SECTION 00 4313

BID SECURITY FORMS

PART 1 - GENERAL

1.01 BID SECURITY FORMS

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



CONSENSUSDOCS 262
BID BOND
(AMENDED BY STATE OF IOWA)

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

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

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

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

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

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

This Bond is entered into as of _____ (date)

SURETY: _____ (seal)

BY:

Print Name: _____

Print Title: _____ (Attach Power of Attorney)

Witness:

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

Constructor: _____ (seal)

BY:

Print Name: _____

Print Title: _____

Witness:

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

SECTION 00 5200

AGREEMENT FORM

PART 1 - GENERAL

1.01 AGREEMENT FORM

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

ConsensusDocs 802

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

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



TABLE OF ARTICLES

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

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



ARTICLE 1 AGREEMENT

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

OWNER

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

and the

TRADE CONTRACTOR

Contractor Name

Address

City, State, Zip

for work in connection with the following

PROJECT

XXXX.XX - Project Name

The CONSTRUCTION MANAGER is

Construction Manager Name

Address

City, State, Zip

The DESIGN PROFESSIONAL for the Project is

Designer Name

Address

City, State, Zip

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

ARTICLE 2 GENERAL PROVISIONS

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

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

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

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



treatment.

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

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

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

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

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

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

No exceptions

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

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

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

2.8 DEFINITIONS



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 3 TRADE CONTRACTOR'S OBLIGATIONS

3.1 GENERAL RESPONSIBILITIES

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

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

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

3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

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

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

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

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



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

3.3 RESPONSIBILITY FOR PERFORMANCE

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

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

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

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

3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

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

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

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



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

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

3.5 MATERIALS FURNISHED BY THE OWNER OR OTHERS

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

3.6 TESTS AND INSPECTIONS

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

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

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

3.7 WARRANTY



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

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

3.8 CORRECTION OF TRADE CONTRACT WORK WITHIN ONE YEAR

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

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

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

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



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

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

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

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

3.9 CORRECTION OF COVERED TRADE CONTRACT WORK

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

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

3.10 SAFETY OF PERSONS AND PROPERTY

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

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

3.10.2.1 its employees and other persons at the Worksite;

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

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

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



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

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

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

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

3.11 EMERGENCIES

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

3.12 HAZARDOUS MATERIALS

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

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

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

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



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

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

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

3.12.7 MATERIALS BROUGHT TO THE WORKSITE

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

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

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

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

3.13 SUBMITTALS

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



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

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

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

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

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

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

(Check one only)

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

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

3.14 PROFESSIONAL SERVICES

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



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

3.15 WORKSITE CONDITIONS

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

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

3.16 PERMITS AND TAXES

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

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

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

3.16.3 (Deleted)

3.17 CUTTING, FITTING AND PATCHING

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

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

3.18 CLEANING UP

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



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

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

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

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

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

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION SERVICES

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

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

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



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

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

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

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

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

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

4.3 Deleted

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



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

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

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

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

ARTICLE 5 SUBCONTRACTS

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

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

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

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

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



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

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

5.4 Deleted

5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

ARTICLE 6 TRADE CONTRACT TIME

6.1 PERFORMANCE OF THE TRADE CONTRACT WORK

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

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

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

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

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



6.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

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

6.5 LIQUIDATED DAMAGES

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

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



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

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

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

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

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

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

ARTICLE 7 TRADE CONTRACT PRICE

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

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

7.2 ALLOWANCES

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



Work.

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

ARTICLE 8 CHANGES

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

8.1 TRADE CHANGE ORDER

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

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

8.2 TRADE CONTRACT INTERIM DIRECTED CHANGE

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

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

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



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

8.3 DETERMINATION OF COST

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

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

8.3.1.2 a mutually accepted, itemized lump sum;

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

ARTICLE 9 PAYMENT

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

9.2 PROGRESS PAYMENTS

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

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

9.2.3 CLAIM WAIVERS

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



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

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

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

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

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

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

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

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

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

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

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

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



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

9.6 SUBSTANTIAL COMPLETION

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

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

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

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

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

9.8 FINAL PAYMENT

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



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

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

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

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

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

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

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

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

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

ARTICLE 10 INDEMNITY, INSURANCE, WAIVERS AND BONDS

10.1 INDEMNITY

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

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



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

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

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

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

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

10.2 TRADE CONTRACTOR'S INSURANCE

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



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

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

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

10.2.1.3 Business Automobile Liability Insurance

a. \$1,000,000 Each Accident

10.2.1.4 Commercial General Liability Insurance

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

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

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

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

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

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

10.2.5 ADDITIONAL LIABILITY COVERAGE

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

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

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



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

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

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

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

10.3 OWNER'S INSURANCE

10.3.1 Deleted.

10.3.2 Deleted.

10.4 PROPERTY INSURANCE

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

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



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

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

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

10.5 PROPERTY INSURANCE LOSS ADJUSTMENT

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

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

10.6 WAIVERS

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

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

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

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

10.8 BONDS Performance and Payment Bonds

☒ are

☐ are not

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



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

ARTICLE 11 SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

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

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

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

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

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

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

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



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

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

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

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

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

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

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

11.4 TERMINATION BY OWNER FOR CONVENIENCE

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

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

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

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

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



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

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

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

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

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

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

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

11.5 TRADE CONTRACTOR'S RIGHT TO TERMINATE

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

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

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

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

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

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

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

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



11.5.2.4 otherwise materially breaches this Agreement.

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

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

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

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

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

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

(Designate only one.)

☒ Project Neutral

☐ Dispute Review Board

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

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



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

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

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

(Designate only one.)

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

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

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

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



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

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

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

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

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

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

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

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



Contractor has questions regarding its meaning or application.

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

ARTICLE 14 TRADE CONTRACT DOCUMENTS

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

RFBXXXXXXXXX Bid Package X

14.2 INTERPRETATION OF TRADE CONTRACT DOCUMENTS

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

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

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

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

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

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

OWNER State of Iowa, Department of Administrative Services



Trade Contractor: *Contractor Name*

By: _____

(Authorized Representative)

Name:

Title:

Date:

Owner: State of Iowa - DAS

By: _____

(Authorized Representative)

Name:

Title:

Date:

END OF DOCUMENT.



SECTION 00 6000

PERFORMANCE AND PAYMENT BOND

PART 1 - GENERAL

1.01 PERFORMANCE AND PAYMENT BOND

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



CONSENSUSDOCS 260 PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

This Bond is entered into as of _____.

SURETY _____ (seal)

By:

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness:

CONSTRUCTOR _____ (seal)

By:

Print Name: _____

Print Title: _____

Witness:

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



CONSENSUSDOCS 261 PAYMENT BOND

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

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

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

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

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

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

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

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

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

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

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

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

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

This Bond is entered into as of _____.

SURETY _____ (seal)

By:

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness:

CONSTRUCTOR _____ (seal)

By:

Print Name: _____

Print Title: _____

Witness:

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

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

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

SECTION 01 1200

CONTRACT SUMMARY

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT INFORMATION

- A. Facility Name/Location: Iowa State Training School for Boys, 3211 Edgington Ave, Eldora, Iowa 50627
- B. DAS Project #: 9459.00
- C. Owner: State of Iowa, Department of Administrative Services, Hoover State Office Building, Level 3, 1305 East Walnut Street, Des Moines, IA 50319
- D. Owner's Representative: Jennifer Kleene, Iowa Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319
- E. Construction Manager: Adam Douglas, McGough Construction, 217 E. 2nd Street, Suite 120, Des Moines, IA 50309

1.03 PROJECT SUMMARY

- A. The project includes the removal and replacement of the existing cooling coil, condensing unit, and associated refrigerant piping connected to AHU-2(E) serving the auditorium space of A.E. Sheperd Hall at the Iowa State Training School for Boys in Eldora, Iowa 50627
- B. Target date to provide substantial completion is August 11, 2025.

1.04 BID SCOPE SUMMARY

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

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

1.05 WORK HOUR RESTRICTIONS

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

1.06 CONTRACTOR USE OF SITE AND PREMISES

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

1.07 OWNER OCCUPANCY

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

1.08 RULES FOR CONSTRUCTION WORKERS

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

- I. Secure all tools at the end of the day.
- J. Maintain control of all tools, supplies, and debris at all times during the work.
- K. Never leave keys in any vehicle. If a security officer finds keys in a vehicle, they are under orders to turn them in to a security supervisor.
- L. Do not give anything to residents or take anything from residents; if they offer, inform your supervisor.
- M. Secure all tools at the end of each day. Never leave tools unattended. All tools shall be checked in at the beginning of the day and checked out at the end of the day. If security officers find loose tools, they are under orders to turn them in to their supervisor.
- N. All delivery vehicles must go directly to the job site. Extra time should be anticipated for all deliveries. Provide 24-hour notice to the facility of deliveries.
- O. During an emergency, follow the instructions of the security staff.
- P. Contractor shall wear clothing of a different color, pattern, fashion, etc. as to distinguish themselves from residents.
- Q. All vehicles must be locked when unoccupied and the windows left open no more than 1-inch.
- R. Ladders and scaffolding must be taken down when not in use and at the end of each shift.
- S. Fuel cans are always to be secured.
- T. Each person shall check in and check out at the Administration Building switchboard each time entering or exiting the Training School, including breaks and lunch.

1.09 BID PACKAGE INSTRUCTIONS

- A. **Bid Package #01 – A/C Replacement:** Trade Contractor shall include all the following, but not limited to, as part of the contract:
 - 1. All work on the contract documents and specifications complete; material and labor including all freight, unloading and installation for a complete scope.
- B. **Work Performed by Owner:** The Iowa State Training School will perform the following work items:
 - 1. Relocate all moveable furniture and personal materials from the museum to allow for clear access for the contractor to run line sets.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 2500

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 SUBSTITUTION PROCEDURES

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

3.02 REQUEST FOR SUBSTITUTION FORM

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

END OF SECTION

SUBSTITUTION REQUEST FORM

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____

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

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

History: ☐ New product ☐ 2-5 years old ☐ 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: _____
Address: _____ Owner: _____
_____ Date Installed: _____

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

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

SUBSTITUTION REQUEST FORM

(Continued)

The Undersigned certifies:

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

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

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

Signed by: _____

Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ _____

SECTION 01 2600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Change procedures

1.02 CHANGE PROCEDURES

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 2900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 SCHEDULE OF VALUES

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

1.03 APPLICATIONS FOR PAYMENT

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 COORDINATION

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION MEETING

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

3.02 PROGRESS MEETINGS

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

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

D. Agenda:

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

E. Minutes:

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

3.03 COORDINATION MEETINGS

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

3.04 REQUESTS FOR INTERPRETATION (RFIs)

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

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

3.05 BACKGROUND CHECKS

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

3.06 UTILITY LOCATES/GROUND PENETRATIONS

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

END OF SECTION

SECTION 01 3100.01

WEB BASED CONSTRUCTION MANAGEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 USER ACCESS LIMITATIONS

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

1.03 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

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

1.04 SUBMITTALS

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

1.05 COMPUTER REQUIREMENTS

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

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

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

1.06 CONNECTIVITY PROBLEMS

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

1.07 TRAINING

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

PART 2 - PRODUCTS

2.01 DESCRIPTION

- A. **Procore** project management application (no equal) Provided by Procore Technologies, Inc. www.Procore.com

PART 3 - EXECUTION

3.01 PROCORE UTILIZATION

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

file in the format.

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

G. Compliance Submittals

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

H. Record and Closeout Submittals

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

I. Financial Submittals

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

END OF SECTION

SECTION 01 3200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 CONSTRUCTION MANAGER'S MASTER CONSTRUCTION SCHEDULE

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

3.02 CONSTRUCTION PROGRESS SCHEDULE

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

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

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

3.03 SUBMITTAL SCHEDULE

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

3.04 DAILY CONSTRUCTION REPORTS

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

3.05 PROGRESS PHOTOGRAPHS

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

vantage points, as directed by Construction manager.

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

END OF SECTION

SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 SUBMITTALS FOR REVIEW

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

3.02 SUBMITTALS FOR INFORMATION

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

3.03 SUBMITTAL PROCEDURES

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

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

3.04 **SAMPLES**

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

END OF SECTION

SECTION 01 4000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 QUALITY ASSURANCE/CONTROL OF INSTALLATION

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

3.02 TOLERANCES

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

3.03 DEFECT ASSESSMENT

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

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

3.04 INSPECTION AND TESTING

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

3.05 MANUFACTURER'S FIELD SERVICES AND REPORTS

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

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical Power, consisting of connection to existing facilities.
 - 2. Water Supply, consisting of connection to existing facilities.
- B. The Contractor shall pay for installation, maintenance, and removal of temporary utilities. Temporary utilities shall not disrupt the Facility's need for continuous service.

1.03 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field or use a cellular telephone.

1.04 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

2.01 TEMPORARY FACILITIES

- A. Field Offices: Coordinate with Construction Manager and Owner if applicable.

2.02 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated, with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.01 VEHICULAR ACCESS AND PARKING

- A. Use designated existing on-site roads for construction traffic.
- B. Parking is as directed by Owner.
- C. When site space is not adequate, provide additional off-site parking.
- D. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Track vehicles not allowed on paved areas.

- E. Use of designated areas of existing parking facilities used by construction personnel as permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Provide and maintain access to fire hydrants, free of obstructions.
- H. Provide means of removing mud from vehicle wheels before entering streets.

3.02 TRAFFIC REGULATION

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

3.03 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for Owner's use of site and to protect existing facilities and adjacent properties from damage during construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

3.04 WASTE REMOVAL

- A. Except for items or materials to be salvaged, recycled or otherwise reused, remove waste materials from project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Waste Disposal Facilities: Provide waste collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

END OF SECTION

SECTION 01 6000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. General product requirements
- B. Product options
- C. Maintenance materials
- D. Transportation and handling
- E. Storage and protections

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Provide new products unless specifically required or permitted by the contract documents.
- B. Do not use products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's
 - 2. Made of wood from newly cut old growth timber.
- C. Where all other criteria are met, contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions
 - 2. If wet-applied, have lower VOC content
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project
 - 4. Have longer documented life span under normal used
 - 5. Result in less construction waste
 - 6. Are made of vegetable materials that are rapidly renewable

2.02 PRODUCT OPTIONS

- 1. Products specified by reference standards or by description only: Use of any product meeting those standards or description.
- 2. Products specified by naming one or more manufacturers, with or without a provision for substitutions: Use a product of one of the manufacturers named and meeting specifications or submit a request for substitution for any manufacturer not named by the date specified in this project manual. Substitution requests shall be emailed to the Issuing Officer at the email address provided in Instructions to Bidders Section 1.04.

2.03 MAINTENANCE MATERIALS

- 1. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- 2. Deliver to project site; obtain receipt prior to final payment.

PART 3 - EXECUTION

3.01 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.02 STORAGE AND PROTECTIONS

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
- E. For exterior storage of fabricated products, place on slopped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturers' warranty conditions, if any.
- H. Cover product subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7300

EXECUTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures
- B. Alteration project procedures
- C. Cutting and patching
- D. Cleaning and protection
- E. Adjusting

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION, PREPARATION, AND GENERAL INSTALLATION PROCEDURES

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misproduction.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to cutting: Examine existing conditions prior to commencing work; include elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.
- G. Clean substrate surfaces prior to applying next material or substance.
- H. Seal cracks or openings of substrate prior to applying next material or substance.
- I. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- J. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- K. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- L. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- M. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- N. Make neat transitions between different surfaces, maintaining texture and appearance.

3.02 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product sections match existing products and work for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- E. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finished to original condition.

- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Refinish visible existing surfaces to remain in renovated rooms and spaces to specified condition for each material with a neat transition to adjacent finishes.
- H. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- I. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line of division and make recommendation to the Construction Manager. Prior to cutting get the Owner's approval.
- J. Where change of plane of ¼ inch or more occurs, submit recommendation for providing smooth transition to the Construction Manager for review.

3.03 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete work, and to:
 - 1. Fit the several parts together, to integrate with other work.
 - 2. Uncover work to install or correct ill-timed work.
 - 3. Remove and replace defective and non-conforming work.
 - 4. Remove samples of installed work for testing.
 - 5. Provide openings in elements of work for penetrations of mechanical and electrical work.
- D. Execute work by methods to avoid damage to other work and which will provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill.
- F. Cut masonry and concrete materials using masonry saw or core drill.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- I. Maintain integrity of wall, ceiling or floor construction; completely seal voids.
- J. Refinish surfaces to match adjacent finishes. Refinish to nearest intersection for continuous surfaces. Refinish entire unit for continuous surfaces for an assembly.
- K. Identify hazardous substances or conditions exposed during the work to the engineer for decision or remedy.

3.04 CLEANING AND PROTECTION

- A. Progress cleaning
 - 1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 - 2. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
- B. Protection of installed work
 - 1. Protect installed work from damage by construction operations.
 - 2. Provide special protection where specified in individual specification sections.
 - 3. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
 - 4. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.
 - 5. Prohibit traffic from landscaped areas.

3.05 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

END OF SECTION

SECTION 01 7700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Inspections
- B. Substantial Completion
- C. Project Record Documents
- D. Warranties
- E. Operations and Maintenance Manuals
- F. Operations and Maintenance Data for Materials and Finishes
- G. Operations and Maintenance Data for Equipment and Systems
- H. Training
- I. Final Completion
- J. Maintenance

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 INSPECTIONS

- A. Ensure all state inspections have been completed by the authority having jurisdiction.
- B. Upload documentation of all test/inspections to Procore.
- C. Submit a written request for inspection of Substantial Completion. On receipt of request, The Design Professional will either proceed with inspection or notify contractor of unfulfilled requirements. The Design Professional will prepare the Certificate of Substantial Completion after inspection or will notify contractor of items, either on contractor's list or additional items identified by architect that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re inspection when the work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

3.02 SUBSTANTIAL COMPLETION

- A. A substantial completion checklist is attached for reference following this specification section.
- B. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to the Construction Manager through upload to Procore.
- C. Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Submit written certification that contract documents have been reviewed, work has been inspected, and that work is completed in accordance with contract documents and ready for review
 - 2. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the work has not been completed.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Make final changeover of permanent locks and deliver key to the owner. Advise owner's personnel of changeover in security provisions.
 - 5. Complete startup testing of systems.
 - 6. Submit test/adjust, balance records.
 - 7. Terminate and remove temporary facilities from project site, along with mockups, construction tools, and similar elements.

8. Advise owner of changeover in heat and other utilities.
9. Submit changeover information related to owner's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements, including touch up painting.
11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

3.03 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the work:
 1. Drawings
 2. Specifications
 3. Addenda
 4. Change orders and other modifications to the contract
 5. Reviewed shop drawings, product data, and samples
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alterations utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings:
 1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
 4. Field changes of dimension and detail.
 5. Details not on original contract drawings.
- G. Record Drawings shall be uploaded to Procore in pdf format.

3.04 WARRANTIES

- A. Submit written warranties for designated portions of the work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Submit properly executed warranties in Procore prior to Final Completion.
- C. Verify that documents are in proper form, contain full information, and are notarized.
- D. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E. Include warranties in operation and maintenance manuals.
- F. Items of work delayed beyond date of Substantial Completion, provide updated submittal after acceptance by Owner, listing date of acceptance as start of warranty period

3.05 OPERATIONS AND MAINTENANCE MANUALS

- A. Format: Submit operations and maintenance manuals in the following format:
 1. Portable Document Format (PDF) electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Owner and upload to Procore.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.

2. Assemble with data arranged in the same sequence as, and identified by the specification sections. Where systems involve more than one specification section, provide separate index for each system.
 3. Include project directory listing title and address of project, names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
 4. Include Table of Contents listing every item separated by index and specification section.
- B. Source Data: For each product or system, list names, addresses, and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
 - C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
 - D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use project record documents as maintenance drawings.
 - E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.06 OPERATIONS AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For each product, applied material, and finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specified products.

3.07 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For each item of equipment and each system:
 1. Description of unit or system, and component parts
 2. Identify function, normal operating characteristics, and limiting conditions
 3. Include performance curves, with engineering data and tests
 4. Complete nomenclature and model number of replacement parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specified products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance requirements: Include routine procedure and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.

- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional requirements: As specified in individual specification sections.

3.08 TRAINING

- A. Demonstrate operations of systems, subsystems, and equipment.
- B. Train in operation and maintenance of systems, subsystems, and equipment
- C. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- D. Submit written agenda to Construction Manager for approval prior to scheduling training.
- E. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

3.09 FINAL COMPLETION

- A. A final completion checklist is attached for reference following this specification section.
- B. Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Complete punch list items.
 - 2. Prepare and submit project record documents, operation and maintenance manuals, damage or settlement surveys, and similar final record information.
 - 3. Deliver tools, spare parts, extra materials, and similar items to location designated by owner. Label with manufacturer's name and model number where applicable.
 - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 5. All trailers, construction signs, unused, broken or demolition materials have been removed from the site and the premises returned to the original condition in the opinion of the Owner and Design Professional.
 - 6. Submit a final Application for Payment (retainage).
- C. Upon receipt of final payment complete final completion certificate in Procore.

END OF SECTION

Substantial Completion Project Checklist

Date: _____

DAS Project Number: _____

Project Title: _____

Location: _____

Contractor: _____

In order to process the 99% payment (100% pay app less closeout and retainage) on a Capital Project, the Department of Administrative Services needs the following information. Please complete this form and obtain the necessary documents.

Have all state inspections been completed and documentation uploaded to Procore?
(Including but not limited to the following inspections)

Boiler Inspection ☐ Yes ☐ No ☐ N/A

Water Heater Inspection ☐ Yes ☐ No ☐ N/A

Energy Code Inspection ☐ Yes ☐ No ☐ N/A

Building Code Inspection ☐ Yes ☐ No ☐ N/A

Electrical Inspection ☐ Yes ☐ No ☐ N/A

Elevator Inspection ☐ Yes ☐ No ☐ N/A

Other: _____ ☐ Yes ☐ No ☐ N/A

☐ Occupancy Permit if applicable

☐ Test and Balance has been performed

☐ Certificate of Substantial Completion in Procore (Consensus Docs 814)

Are there any disputes with the above mentioned vendor which need resolution?

☐ Yes (provide description below) ☐ No

Can payment (less closeout and retainage) be released? ☐ Yes ☐ No

Final Completion Project Checklist

Date: _____

DAS Project Number: _____

Project Title: _____

Location: _____

Contractor: _____

In order to process the 100% payment and Retainage payment on a Capital Project, the Department of Administrative Services needs the following information. Please complete this form and obtain the necessary documents.

Have all Warranties been received? ☐ Yes ☐ No

Have the Operations and Maintenance Manuals been received? ☐ Yes ☐ No

Who is in possession of the O & M Manuals? _____

Has all training been completed? ☐ Yes ☐ No

Have all as-built drawings been scanned and uploaded into Procore? ☐ Yes ☐ No

Have electronic drawing/specification files been transferred to DAS? ☐ Yes ☐ No

Have all Test & Balance reports been received? ☐ Yes ☐ No

Have all punchlist items been corrected? ☐ Yes ☐ No

☐ **573 Notification** (*To be obtained from the general contractor*): Copy of general contractor's notification of application for retainage to all subcontractors and suppliers. General contractor must follow IAC 26 section 23.13.2.

☐ **AIA Form G706 – Contractor's Affidavit of Payment of Debts and Claims**

☐ **AIA Form G706A – Contractor's Affidavit of Release of Liens**

☐ **AIA Form G707 – Consent of Surety Company to Final Payment**

☐ Certificate of Final Completion in Procore (Consensus Docs 815)

Are there any disputes with the above mentioned vendor which need resolution?

☐ Yes (provide description below) ☐ No

Can 100% payment and retainage payment be released? ☐ Yes ☐ No

SECTION 09 90 00 - PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The General and Supplementary Conditions of the Construction Contract and Division 1 - General Requirements apply to the Work specified in this Section.
- B. This section includes Surface preparation and surface finish schedule as shown on the Drawings and herein specified.

1.2 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards except where more stringent requirements are shown or specified.
 - 1. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
 - 2. ASTM D2016 - Test Method for Moisture Content of Wood.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in original sealed containers with clearly marked labels.
- B. Store and protect products in an enclosed area, in a manner to prevent deterioration or damage due to moisture, temperature changes and contaminants.
- C. Deliver products to site in manner that will avoid any further damage or deterioration. Inspect to verify acceptance.
- D. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- E. Store paint materials at minimum ambient temperature of 45°F and a maximum of 90°F in well ventilated area, unless required otherwise by manufacturer's instructions.
- F. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45°F for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
- B. Minimum Application Temperatures for Latex Paints: 45°F for interiors; unless required otherwise by manufacturer's instructions.

- C. Minimum Application Temperature for Varnish Finishes: 65°F for interior, unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 foot-candles measured mid-height at substrate surface.

1.5 EXTRA STOCK

- A. Provide a one (1) gallon container of each color and surface texture to the Owner.
- B. Label each container with color, texture, and room locations, in addition to the manufacturer's label.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS - PAINT

- A. Pittsburgh.
- B. Glidden.
- C. Iowa.
- D. Sherwin Williams.
- E. Or Engineer pre-approved equivalent.

2.2 ACCEPTABLE MANUFACTURERS - PRIMER SEALERS

- A. Pittsburgh.
- B. Glidden.
- C. Iowa.
- D. Sherwin Williams.
- E. Or Engineer pre-approved equivalent.

2.3 MATERIALS

- A. Coatings: Ready mixed. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- C. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.4 FINISHES

- A. Refer to schedule at end of Section for surface finish schedule.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION

- A. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work of this Section.
- C. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- D. Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high-pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- E. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- F. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- G. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.

3.3 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.
- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Remove empty paint containers from site.

3.4 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.

- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand lightly between coats to achieve required finish.
- F. Allow applied coat to dry before next coat is applied.

3.5 CLEANING

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.6 SCOPE OF WORK

- A. Paint damaged/repainted Interior walls and all refrigerant piping, insulation, hangers of the Auditorium to match existing wall paint color.
- B. Paint damaged/repainted Interior walls and all refrigerant piping, insulation, hangers of the Museum to be White.

END OF SECTION

SECTION 23 05 00 - BASIC HVAC REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements applicable to all Division 23 Sections. Also refer to Division 01 - General Requirements.
- B. All materials and installation methods shall conform to the applicable standards, guidelines and codes referenced herein and within each specification section.

1.2 SCOPE OF WORK

- A. This Specification and the associated drawings govern the furnishing, installing, testing and placing into satisfactory operation the Mechanical Systems.
- B. Each Contractor shall provide all new materials indicated on the drawings and/or in these specifications, and all items required to make the portion of the Mechanical Work a finished and working system.
- C. All work will be awarded under a single General Contract. The division of work listed below is for the Contractor's convenience and lists normal breakdown of the work.
- D. Scope of Work:
 - 1. Heating Work shall include, but is not necessarily limited to:
 - a. Furnish and install refrigerant piping, accessories, and final charge of refrigerant.
 - b. Furnish and install condensate drain piping from cooling related equipment such as air handlers and cooling coil drain pans.
 - 2. Air Conditioning and Ventilating Work shall include, but is not necessarily limited to:
 - a. Furnish and install air-cooled condensing units on existing exterior housekeeping pad.
 - b. Modify existing supply air ductwork system to incorporate manual dampers.
 - 3. Temperature Control Work shall include, but is not necessarily limited to:
 - a. Modify existing temperature control system to incorporate the new cooling system equipment.
 - b. Temperature control system shall consist of a full Direct Digital Control (DDC) system including all accessories, sensors, and programming.
 - 4. Testing, Adjusting, and Balancing Work shall include, but is not necessarily limited to:
 - a. Furnish complete testing, adjusting, and balancing as specified in Section 23 05 93, including, but not limited to, pre-construction measurement, and air systems.
 - b. Complete all applicable tests, certifications, forms, and matrices

1.3 DIVISION OF WORK BETWEEN MECHANICAL, ELECTRICAL & CONTROL CONTRACTORS

A. Definitions:

1. "Mechanical Contractors" refers to the following:
 - a. Heating Contractor.
 - b. Air Conditioning and Ventilating Contractor.
 - c. Temperature Control Contractor.
 - d. Testing, Adjusting, and Balancing Contractor.
2. Motor Control Wiring: The wiring associated with the remote operation of the magnetic coils of magnetic motor starters or relays, or the wiring that permits direct cycling of motors by means of devices in series with the motor power wiring. In the latter case the devices are usually single phase and are usually connected to the motor power wiring through a manual motor starter having "Manual-Off-Auto" provisions.
3. Control devices such as start-stop push buttons, thermostats, pressure switches, flow switches, relays, etc., generally represent the types of equipment associated with motor control wiring.
4. Motor control wiring is single phase and usually 120 volts. In some instances, the voltage will be the same as the motor power wiring. Generally, where the motor power wiring exceeds 120 volts, a control transformer is used to give a control voltage of 120 volts.
5. Temperature Control Wiring: The wiring associated with the operation of a motorized damper, solenoid valve or motorized valve, etc., either modulating or two-position, as opposed to wiring which directly powers or controls a motor used to drive equipment such as fans, pumps, etc.
 - a. This wiring will be from a 120 volt source and may continue as 120 volt, or be reduced in voltage (24 volt) in which case a control transformer shall be furnished as part of the temperature control wiring.
6. Control Motor: An electric device used to operate dampers, valves, etc. It may be two-position or modulating. Conventional characteristics of such a motor are 24 volts, 60 cycles, 1 phase, although other voltages may be encountered.
7. Voltage is generally specified and scheduled as distribution voltage. Motor submittals may be based on utilization voltage if it corresponds to the correct distribution voltage.

Distribution/Nominal Voltage	Utilization Voltage
120	115
208	200
240	230
277	265
480	460

B. General:

1. The purpose of these Specifications is to outline the Electrical and Mechanical Contractor's responsibilities related to electrical work required for items such as temperature controls, mechanical equipment, fans, chillers, compressors and the like. The exact wiring requirements for much of the equipment cannot be determined until the

systems have been selected and submittals reviewed. Therefore, the electrical drawings show only known wiring related to such items. All wiring not shown on the electrical drawings, but required for mechanical systems, is the responsibility of the Mechanical Contractor.

2. Where the drawings require the Electrical Contractor to wire between equipment furnished by the Mechanical Contractor, such wiring shall terminate at terminals provided in the equipment. The Mechanical Contractor shall provide complete electrical power/controls wiring diagrams and supervision to the Electrical Contractor and designate the terminal numbers for correct wiring.
3. All electrical work shall conform to the National Electrical Code. All provisions of the Electrical Specifications concerning wiring, protection, etc., apply to wiring provided by the Mechanical Contractor unless noted otherwise.
4. Control low (24V) and control line (120V) voltage wiring, conduit, and related switches and relays required for the automatic control and/or interlock of motors and equipment, including final connection, are to be furnished and installed under Divisions 23. Materials and installation to conform to Class 1 or 2 requirements.
5. All Contractors shall establish utility elevations prior to fabrication and shall coordinate their material and equipment with other trades. When a conflict arises, priority is as follows:
 - a. Light fixtures.
 - b. Gravity flow piping, including condensate.
 - c. Sheet metal.
 - d. Electrical cable trays, including access space.
 - e. Sprinkler piping and other piping.
 - f. Electrical conduits and wireway.

C. Mechanical Contractor's Responsibility:

1. Assumes responsibility for internal wiring of all equipment provided by the Mechanical Contractor, for example:
 - a. Condensing Units.
2. Assumes all responsibility for the Temperature Control wiring, when the Temperature Control Contractor is a Subcontractor to the Mechanical Contractor.
3. Shall verify all existing equipment sizes and capacities where units are to be modified, moved or replaced. Contractor shall notify Engineer of any discrepancies prior to ordering new units or replacement parts, including replacements of equipment motors.
4. Temperature Control Subcontractor's Responsibility:
 - a. Wiring of all devices needed to make the Temperature Control System functional.
 - b. Verifying any control wiring on the electrical drawings as being by the Electrical Contractor. All wiring required for the Control System, but not shown on the electrical drawings, is the responsibility of the Temperature Control Subcontractor.
 - c. Coordinating equipment locations (such as relays, transformers, etc.) with the Electrical Contractor, where wiring of the equipment is by the Electrical Contractor.

5. This Contractor is responsible for coordination of utilities with all other Contractors. If any field coordination conflicts are found, the Contractor shall coordinate with other Contractors to determine a viable layout.

D. Electrical Contractor's Responsibility:

1. Provides all combination starters, manual starters and disconnect devices shown on the Electrical Drawings or indicated to be by the Electrical Contractor on the Mechanical Drawings or Specifications.
2. Installs and wires all remote control devices furnished by the Mechanical Contractor or Temperature Control Subcontractor when so noted on the Electrical Drawings.
3. Provides motor control and temperature control wiring, where so noted on the drawings.
4. Coordinate with the Mechanical Contractor for size of motors and/or other electrical devices involved with repair or replacement of existing equipment.
5. Furnishes, installs and connects all relays, etc., for automatic shutdown of certain fans upon actuation of the Fire Alarm System as indicated and specified in Division 28.
6. This Contractor is responsible for coordination of utilities with all other Contractors. If any field coordination conflicts are found, the Contractor shall coordinate with other Contractors to determine a viable layout.

1.4 QUALITY ASSURANCE

A. Contractor's Responsibility Prior to Submitting Pricing Data:

1. The Contractor is responsible for constructing complete and operating systems. The Contractor acknowledges and understands that the Contract Documents are a two-dimensional representation of a three-dimensional object, subject to human interpretation. This representation may include imperfect data, interpreted codes, utility guidelines, three-dimensional conflicts, and required field coordination items. Such deficiencies can be corrected when identified prior to ordering material and starting installation. The Contractor agrees to carefully study and compare the individual Contract Documents and report at once in writing to the Design Team any deficiencies the Contractor may discover. The Contractor further agrees to require each subcontractor to likewise study the documents and report at once any deficiencies discovered.
2. The Contractor shall resolve all reported deficiencies with the Engineer prior to awarding any subcontracts, ordering material, or starting any work with the Contractor's own employees. Any work performed prior to receipt of instructions from the Design Team will be done at the Contractor's risk.

B. Qualifications:

1. Only products of reputable manufacturers are acceptable.
2. All Contractors and subcontractors shall employ only workers skilled in their trades.

C. Compliance with Codes, Laws, Ordinances:

1. Conform to all requirements of the State of Iowa's Codes, Laws, Ordinances and other regulations having jurisdiction.
2. Conform to all State Codes.
3. If there is a discrepancy between the codes and regulations and these specifications, the Engineer shall determine the method or equipment used.

4. If the Contractor notes, at the time of bidding, that any parts of the drawings or specifications do not comply with the codes or regulations, Contractor shall inform the Engineer in writing, requesting a clarification. If there is insufficient time for this procedure, Contractor shall submit with the proposal a separate price to make the system comply with the codes and regulations.
5. All changes to the system made after letting of the contract, to comply with codes or requirements of Inspectors, shall be made by the Contractor without cost to the Owner.
6. If there is a discrepancy between manufacturer's recommendations and these specifications, the manufacturer's recommendations shall govern.
7. All rotating shafts and/or equipment shall be completely guarded from all contact. Partial guards and/or guards that do not meet all applicable OSHA standards are not acceptable. Contractor is responsible for providing this guarding if it is not provided with the equipment supplied.

D. Permits, Fees, Taxes, Inspections:

1. Procure all applicable permits and licenses.
2. Abide by all laws, regulations, ordinances, and other rules of the State where the work is done, or as required by any duly constituted public authority.
3. Pay all charges for permits or licenses.
4. Pay all fees and taxes imposed by the State and/or other regulatory bodies.
5. Pay all charges arising out of required inspections by an authorized body.
6. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.
7. Where applicable, all fixtures, equipment and materials shall be approved or listed by Underwriter's Laboratories, Inc.

E. Examination of Drawings:

1. The drawings for the mechanical work are completely diagrammatic, intended to convey the scope of the work and to indicate the general arrangements and locations of equipment, outlets, etc., and the approximate sizes of equipment.
2. Contractor shall determine the exact locations of equipment and rough-ins, and the exact routing of pipes and ducts to best fit the layout of the job.
3. Scaling of the drawings is not sufficient or accurate for determining these locations.
4. Where job conditions require reasonable changes in indicated arrangements and locations, such changes shall be made by the Contractor at no additional cost to the Owner.
5. Because of the scale of the drawings, certain basic items, such as fittings, boxes, valves, unions, etc., may not be shown, but where required by other sections of the specifications or required for proper installation of the work, such items shall be furnished and installed.
6. If an item is either on the drawings or in the specifications, it shall be included in this contract.
7. Determination of quantities of material and equipment required shall be made by the Contractor from the documents. Where discrepancies arise between drawings, schedules and/or specifications, the greater number shall govern.

8. Where used in mechanical documents, the word "furnish" shall mean supply for use, the word "install" shall mean connect complete and ready for operation, and the word "provide" shall mean to supply for use and connect complete and ready for operation.
 - a. Any item listed as furnished shall also be installed, unless otherwise noted.
 - b. Any item listed as installed shall also be furnished, unless otherwise noted.

F. Field Measurements:

1. Verify all pertinent dimensions at the job site before ordering any materials or fabricating any supports, pipes or ducts.

G. Electronic Media/Files:

1. Construction drawings for this project have been prepared utilizing Revit.
2. Contractors and Subcontractors may request electronic media files of the contract drawings and/or copies of the specifications. Specifications will be provided in PDF format.
3. Upon request for electronic media, the Contractor shall complete and return a signed "Electronic File Transmittal" form provided by IMEG.
4. If the information requested includes floor plans prepared by others, the Contractor will be responsible for obtaining approval from the appropriate Design Professional for use of that part of the document.
5. The electronic contract documents can be used for preparation of shop drawings and as-built drawings only. The information may not be used in whole or in part for any other project.
6. The drawings prepared by IMEG for bidding purposes may not be used directly for ductwork layout drawings or coordination drawings.
7. The use of these CAD documents by the Contractor does not relieve them from their responsibility for coordination of work with other trades and verification of space available for the installation.
8. The information is provided to expedite the project and assist the Contractor with no guarantee by IMEG as to the accuracy or correctness of the information provided. IMEG accepts no responsibility or liability for the Contractor's use of these documents.

1.5 SUBMITTALS

- A. Submittals shall be required for the following items, and for additional items where required elsewhere in the specifications or on the drawings.

1. Submittals List:

Referenced Specification Section	Submittal Item
23 05 00	Painting Samples
23 05 93	Testing, Adjusting, and Balancing
23 09 00	Controls
23 33 00	Manual Dampers
23 81 45	Variable Refrigerant Flow Heat Pumps
23 82 16	Air Coils

1.6 EQUIPMENT SUPPLIERS' INSPECTION

- A. The following equipment shall not be placed in operation until a competent installation and service representative of the manufacturer has inspected the installation and certified that the equipment is properly installed, adjusted and lubricated; that preliminary operating instructions have been given; and that the equipment is ready for operation:
 - 1. Condensing Units
- B. Contractor shall arrange for and obtain supplier's on-site inspection(s) at proper time(s) to assure each phase of equipment installation and/or connection is in accordance with the manufacturer's instructions.
- C. Submit copies of start-up reports to the Engineer and include copies of Owner's Operation and Maintenance Manuals.

1.7 PRODUCT DELIVERY, STORAGE, HANDLING & MAINTENANCE

- A. Exercise care in transporting and handling to avoid damage to materials. Store materials on the site to prevent damage. Keep materials clean, dry and free from harmful conditions. Immediately remove any materials that become wet or that are suspected of becoming contaminated with mold or other organisms.
- B. Protect equipment, components, and openings with airtight covers and exercise care at every stage of storage, handling, and installation of equipment to prevent airborne dust and dirt from entering or fouling equipment to include, but not limited to:
 - 1. Motor windings and ventilation openings.
 - 2. Bearings.
 - 3. Equipment Pipe and Accessories connections openings. (e.g. coil connections, etc.)
 - 4. Equipment Duct and Accessories connections openings. (e.g. AHU/RTU duct connections; Terminal Air Boxes, etc.)
 - 5. Starter and control cabinets.
 - 6. Heat transfer coils.
- C. Equipment and components that are visibly damaged or have been subject to environmental conditions prior to building turnover to Owner that could shorten the life of the component (for example, water damage, humidity, dust and debris, excessive hot or cold storage location, etc.) shall be repaired or replaced with new equipment or components without additional cost to the building owner.
- D. Keep all bearings properly lubricated and all belts properly tensioned and aligned.
- E. Coordinate the installation of heavy and large equipment with the Construction Manager and/or Owner. If the Mechanical Contractor does not have prior documented experience in rigging and lifting similar equipment, he/she shall contract with a qualified lifting and rigging service that has similar documented experience. Follow all equipment lifting and support guidelines for handling and moving.

- F. Contractor is responsible for moving equipment into the building and/or site. Contractor shall review site prior to bid for path locations and any required building modifications to allow movement of equipment. Contractor shall coordinate the work with other trades.

1.8 NETWORK / INTERNET CONNECTED EQUIPMENT

- A. These specifications may require certain equipment or systems to have network, Internet and/or remote access capability ("Network Capability"). Any requirement for Network Capability shall be interpreted only as a functional capability and is not to be construed as authority to connect or enable any Network Capability. Network Capability may only be connected or enabled with the express written consent of the Owner.

1.9 WARRANTY

- A. Provide one-year warranty, unless otherwise noted, to the Owner for all fixtures, equipment, materials, and workmanship.
- B. The warranty period for all work in this Division of the specifications shall commence on the date of substantial completion, unless a whole or partial system or any separate piece of equipment or component is put into use for the benefit of any party other than the installing contractor with prior written authorization. In this instance, the warranty period shall commence on the date when such whole system, partial system or separate piece of equipment or component is placed in operation and accepted in writing by the Owner.
- C. Warranty requirements shall extend to correction, without cost to the Owner, of all Work found to be defective or nonconforming to the contract documents. The Contractor shall bear the cost of correcting all damage resulting from defects or nonconformance with contract documents.

1.10 MATERIAL SUBSTITUTION

- A. Where several manufacturers' names are given, the scheduled manufacturer is the basis for job design and establishes the quality required.
- B. Equivalent equipment manufactured by the other listed manufacturers may be used with prior approval from the engineer. Contractor shall ensure that all items submitted by these other manufacturers meet all requirements of the drawings and specifications and fits in the allocated space. When using other listed manufacturers, the Contractor shall assume responsibility for any and all modifications necessary (including, but not limited to structural supports, electrical connections, piping and ductwork connections and arrangement, plumbing connections and rough-in, and regulatory agency approval, etc.) and coordinate such with other contractors.
- C. Any material, article or equipment of other unnamed manufacturers which will adequately perform the services and duties imposed by the design and is of a quality equal to or better than the material, article or equipment identified by the drawings and specifications may be used if approval is secured in writing from the Engineer not later than ten days prior to the bid opening.
- D. This Contractor assumes all costs incurred as a result of using the offered material, article or equipment, on the Contractors part or on the part of other Contractors whose work is affected.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 JOBSITE SAFETY

- A. Neither the professional activities of the Engineer, nor the presence of the Engineer or the employees and subconsultants at a construction site, shall relieve the Contractor and other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for jobsite safety.

3.2 ENGINEER OBSERVATION OF WORK

- A. The Engineer will have the opportunity to review the installation and provide a written report noting deficiencies requiring correction. The Contractor's schedule shall account for these reviews and show them as line items in the approved schedule.

3.3 PROJECT CLOSEOUT

- A. The following paragraphs supplement the requirements of Division 01.
- B. Final Jobsite Observation:
 - 1. In order to prevent the Final Jobsite Observation from occurring too early, the Contractor is required to review the completion status of the project and certify that the job is ready for the final jobsite observation.
 - 2. Attached to the end of this section is a typical list of items that represent the degree of job completeness expected prior to requesting a review.
 - 3. Upon Contractor certification that the project is complete and ready for a final observation, the Contractor shall sign the attached certification and return it to the Engineer so that the final observation can be scheduled.
 - 4. It is understood that if the Engineer finds the job not ready for the final observation and that additional trips and observations are required to bring the project to completion, the costs incurred by the Engineer's additional time and expenses will be deducted from the Contractor's contract retainage prior to final payment at the completion of the job.
- C. Before final payment is authorized, this Contractor must submit the following:
 - 1. Operation and maintenance manuals with copies of approved shop drawings.
 - 2. Record documents including marked-up or reproducible drawings and specifications.
 - 3. A report documenting the instructions given to the Owner's representatives complete with the number of hours spent in the instruction. The report shall bear the signature of an authorized agent of This Contractor and shall be signed by the Owner's representatives.
 - 4. Start-up reports on all equipment requiring a factory installation inspection or start-up.

5. Provide spare parts, maintenance, and extra materials in quantities specified in individual specification sections. Deliver to project site and place in location as directed; receipt by Engineer required prior to final payment approval.

3.4 OPERATION AND MAINTENANCE MANUALS

A. General:

1. Provide an electronic copy of the O&M manuals as described below for Engineer's review and approval. The electronic copy shall be corrected as required to address the Engineer's comments. Once corrected, electronic copies and paper copies shall be distributed as directed by the Engineer.
2. Approved O&M manuals shall be completed and in the Owner's possession prior to Owner's acceptance and at least 10 days prior to instruction of operating personnel.

B. Electronic Submittal Procedures:

1. Distribution: Email the O&M manual as attachments to all parties designated by the Engineer.
2. Transmittals: Each submittal shall include an individual electronic letter of transmittal.
3. Format: Electronic submittals shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable. Submittals that are not legible will be rejected. Do not set any permission restrictions on files; protected, locked, or secured documents will be rejected.
4. File Names: Electronic submittal file names shall include the relevant specification section number followed by a description of the item submitted, as follows. Where possible, include the transmittal as the first page of the PDF instead of using multiple electronic files.
 - a. O&M file name: O&M.div23.contractor.YYYYMMDD
 - b. Transmittal file name: O&Mtransmittal.div23.contractor.YYYYMMDD
5. File Size: Files shall be transmitted via a pre-approved method. Larger files may require an alternative transfer method, which shall also be pre-approved.
6. Provide the Owner with an approved copy of the O&M manual on compact discs (CD), digital video discs (DVD), or flash drives with a permanently affixed label, printed with the title "Operation and Maintenance Instructions", title of the project and subject matter of disc/flash drive when multiple disc/flash drives are required.
7. All text shall be searchable.
8. Bookmarks shall be used, dividing information first by specification section, then systems, major equipment and finally individual items. All bookmark titles shall include the nomenclature used in the construction documents and shall be an active link to the first page of the section being referenced.

C. Operation and Maintenance Instructions shall include:

1. Title Page: Include title page with project title, Engineer, Contractor, all subcontractors, and major equipment suppliers, with addresses, telephone numbers, website addresses, email addresses and point of contacts. Website URLs and email addresses shall be active links in the electronic submittal.

2. Table of Contents: Include a table of contents describing specification section, systems, major equipment, and individual items.
3. Copies of all final approved shop drawings and submittals. Include Engineer's shop drawing review comments. Insert the individual shop drawing directly after the Operation and Maintenance information for the item(s) in the review form.
4. Refer to Section 23 09 00 for additional requirements for Temperature Control submittals.
5. Copy of final approved test and balance reports.
6. Copies of all factory inspections and/or equipment startup reports.
7. Copies of warranties.
8. Schematic electrical power/controls wiring diagrams of the equipment that have been updated for field conditions. Field wiring shall have label numbers to match drawings.
9. Dimensional drawings of equipment.
10. Capacities and utility consumption of equipment.
11. Detailed parts lists with lists of suppliers.
12. Operating procedures for each system.
13. Maintenance schedule and procedures. Include a chart listing maintenance requirements and frequency.
14. Repair procedures for major components.
15. List of lubricants in all equipment and recommended frequency of lubrication.
16. Instruction books, cards, and manuals furnished with the equipment.

3.5 INSTRUCTING THE OWNER'S REPRESENTATIVES

- A. Adequately instruct the Owner's designated representatives in the maintenance, care, and operation of all systems installed under this contract.
- B. Provide verbal and written instructions to the Owner's representatives by FACTORY PERSONNEL in the care, maintenance, and operation of the equipment and systems.
- C. The Owner has the option to make a video recording of all instructions. Coordinate schedule of instructions to facilitate this recording.
- D. The instructions shall include:
 1. Explanation of all system flow diagrams.
 2. Explanation of all air handling systems.
 3. Temperature control system operation including calibration, adjustment and proper operating conditions of all sensors.
 4. Maintenance of equipment.
 5. Start-up procedures for all major equipment.
 6. Explanation of seasonal system changes.
- E. Notify the Engineer of the time and place for the verbal instructions to be given to the Owner's representative so a representative can attend if desired.
- F. Minimum hours of instruction for each item shall be:
 1. Cooling System - 2 hours.
 2. Temperature Controls - As defined in Section 23 09 00.

- G. The Contractor shall prepare a detailed, written training agenda and submit it to the Engineer a minimum of two weeks prior to the formal training for approval. The written agenda shall include specific training points within the items described above. For example: how to adjust setpoints, troubleshooting, proper start-up, proper shut-down, seasonal changes, draining, venting, changing filters, changing belts, etc. Failure to provide and follow an approved training agenda may result in additional training required at the expense of the Contractor.
- H. Operating Instructions:
 - 1. Contractor is responsible for all instructions to the Owner's representatives for the mechanical and control systems.
 - 2. If the Contractor does not have staff that can adequately provide the required instructions the Contractor shall include in the bid an adequate amount to reimburse the Owner for the Engineer to perform these services.

3.6 SYSTEM STARTING AND ADJUSTING

- A. The mechanical systems shall be complete and operating. System startup, testing, adjusting, and balancing to obtain satisfactory system performance is the responsibility of the Contractor. This includes calibration and adjustments of all controls, noise level adjustments and final comfort adjustments as required.
- B. Complete all manufacturer-recommended startup procedures and checklists to verify proper motor rotation, electrical power voltage is within equipment limitations, equipment controls maintain pressures and temperatures within acceptable ranges, all filters and protective guards are in-place, acceptable access is provided for maintenance and servicing, and equipment operation does not pose a danger to personnel or property.
- C. Contractor shall adjust the mechanical systems and controls at season changes during the one year warranty period, as required, to provide satisfactory operation and to prove performance of all systems in all seasons.
- D. All operating conditions and control sequences shall be tested during the start-up period. Test all interlocks, safety shutdowns, controls, and alarms.
- E. The Contractor, subcontractors, and equipment suppliers shall have skilled technicians to ensure that all systems perform properly. If the Engineer is requested to visit the job site for trouble shooting, assisting in start-up, obtaining satisfactory equipment operation, resolving installation and/or workmanship problems, equipment substitution issues or unsatisfactory system performance, including call backs during the warranty period, through no fault of the design; the Contractor shall reimburse the Owner on a time and materials basis for services rendered at the Engineer's standard hourly rates in effect when the services are requested. The Contractor shall pay the Owner for services required that are product, installation or workmanship related. Payment is due within 30 days after services are rendered.

3.7 RECORD DOCUMENTS

- A. The following paragraphs supplement Division 01 requirements.
- B. Maintain at the job site a separate and complete set of mechanical drawings and specifications with all changes made to the systems clearly and permanently marked in complete detail.

- C. Mark drawings to indicate revisions to piping and ductwork, size and location, both exterior and interior; including locations of coils, dampers, other control devices, filters, and other units requiring periodic maintenance or repair; actual equipment locations, dimensioned from column lines; actual inverts and locations of underground piping; concealed equipment, dimensioned from column lines; mains and branches of piping systems, with valves and control devices located and numbered, concealed unions located, and with items requiring maintenance located (e.g., traps, strainers, expansion compensators, tanks, etc.); Change Orders; concealed control system devices.
- D. Refer to Section 23 09 00 for additional requirements for Temperature Control documents.
- E. Mark specifications to show approved substitutions; Change Orders, and actual equipment and materials used.
- F. Record changes daily and keep the marked drawings available for the Engineer's examination at any normal work time.
- G. Upon completing the job, and before final payment is made, give the marked-up drawings to the Engineer.

3.8 PAINTING

- A. This Contractor shall paint the following items:
 - 1. All piping in multi-purpose room
- B. Paint all equipment that is marred or damaged prior to the Owner's acceptance. Paint and color shall match original equipment paint and shall be obtained from the equipment supplier if available.
- C. Piping in the Multi Purpose Room that will be painted to match the room decor will be painted by this contractor. Should this Contractor install equipment in a finished area after the area has been painted, the Contractor shall have the equipment and all its supports, hangers, etc., painted to match the room decor. Piping in the Museum shall be painted white.
- D. Equipment cabinets, casings, covers, metal jackets, etc., in equipment rooms or concealed spaces, shall be furnished in standard or prime finish, free from scratches, abrasions, chips, etc.
- E. Equipment in occupied spaces, or if standard to the unit, shall have a baked primer with baked enamel finish coat free from scratches, abrasions, chips, etc. If color option is specified or is standard to the unit, this Contractor shall, before ordering, verify with the Engineer the color preference and furnish this color.
- F. After surfaces have been thoroughly cleaned and are free of oil, dirt, and other foreign matter; paint all pipes and equipment with the following:
 - 1. Bare Metal Surfaces - Apply one coat of primer suitable for the metal being painted. Finish with two coats of Alkyd base enamel paint.
 - 2. Insulated Surfaces - Paint insulation jackets with two coats of semi-gloss acrylic latex paint.

3. Color of paint shall be as follows:
 - a. All piping in Museum:
 - 1) All Piping: White
 - b. Piping exposed in multi-purpose:
 - 1) All Piping: Match existing wall color.

3.9 ADJUST AND CLEAN

- A. Thoroughly clean all equipment and systems prior to the Owner's final acceptance of the project. Clean all foreign paint, grease, oil, dirt, labels, stickers, and other foreign material from all equipment.
- B. Clean all drain pans and areas where moisture is present. Immediately report any mold, biological growth, or water damage.
- C. Remove all rust, scale, dirt, oils, stickers and thoroughly clean exterior of all exposed bare metal ductwork, piping, hangers, and accessories.
- D. Remove all rubbish, debris, etc., accumulated during construction from the premises.

3.10 SPECIAL REQUIREMENTS

- A. Contractor shall coordinate the installation of all equipment, valves, dampers, operators, etc., with other trades to maintain clear access area for servicing.
- B. All equipment shall be installed in such a way to maximize access to parts needing service or maintenance. Review the final field location, placement, and orientation of equipment with the Owner's designated representative prior to setting equipment.
- C. Installation of equipment or devices without regard to coordination of access requirements and confirmation with the Owner's designated representative will result in removal and reinstallation of the equipment at the Contractor's expense.

3.11 IAQ MAINTENANCE FOR OCCUPIED FACILITIES UNDER CONSTRUCTION

- A. Contractors shall make all reasonable efforts to prevent construction activities from affecting the air quality of the occupied areas of the building or outdoor areas near the building. These measures shall include, but not be limited to:
 1. All contractors shall endeavor to minimize the amount of contaminants generated during construction. Methods to be employed shall include, but not be limited to:
 - a. Minimizing the amount of dust generated.
 - b. Reducing solvent fumes and VOC emissions.
 - c. Maintain good housekeeping practices, including sweeping and periodic dust and debris removal. There should be no visible haze in the air.
 - d. Protect stored on-site and installed absorptive materials from moisture damage.
 2. Request that the Owner designate an IAQ representative.

3. Review and receive approval from the Owner's IAQ representative for all IAQ-related construction activities and negative pressure containment plans.
4. Inform the IAQ representative of all conditions that could adversely impact IAQ, including operations that will produce higher than normal dust production or odors.
5. Schedule activities that may cause IAQ conditions that are not acceptable to the Owner's IAQ representative during unoccupied periods.
6. Unless no other access is possible, the entrance to construction site shall not be through the existing facility.
7. To minimize growth of infectious organisms, do not permit damp areas in or near the construction area to remain for over 24 hours.
8. In addition to the criteria above, provide measures as recommended in the SMACNA "IAQ Guidelines for Occupied Buildings Under Construction".
9. If permanently installed air handlers are used to serve both construction and occupied areas, all return grilles throughout construction areas shall be sealed to prevent air from construction areas being supplied to occupied areas.
10. If permanently installed air handlers are used during construction to serve only construction areas and do not supply air to adjacent occupied areas, MERV 8 filtration media shall be used to protect each return air grille or opening. The intent of this will be to prevent construction dust and debris from entering any return or supply air ductwork in the facility. All filtration media shall be replaced immediately prior to occupancy.

3.12 MAINTAINING CLEAN DUCTWORK THROUGHOUT CONSTRUCTION

- A. Throughout the duration of construction, all ductwork shall be capped or sealed with sheet metal caps, polyethylene film, or other airtight protective to keep dust, dirt, and construction debris out of ducts. Similar means shall be used to seal air-side connections of HVAC equipment to include, but not limited to, air handling units, fans, terminal air boxes, fan coil units, cabinet heaters, blower coils, and the like.
- B. When air terminal devices are installed, contractors shall seal all supply, return, and exhaust grilles with polyethylene film or other airtight protective to keep dust, dirt, and construction debris out of ducts.
- C. Should HVAC equipment be started during construction, Contractor shall remove airtight protectives and shall install one-inch thick MERV 8 filter media over all return and exhaust grilles to prevent dust, dirt, and construction debris from entering ductwork. Filter media shall cover the entire grille face and shall be secured such that air cannot bypass filter media.
- D. Should filter media become laden with dust and dirt, Contractor shall replace filter media with new media to prevent damage to air distribution system and equipment.
- E. The following steps shall be taken during testing, adjusting, and balancing of each air system:
 1. All construction activities in all spaces served by the air system shall stop.
 2. All airtight protectives and temporary filter media shall be removed from all portions of the air system.
 3. Testing, adjusting, and balancing work shall not commence until all construction activity is stopped and all airtight protectives and temporary filter media is removed.

4. Once testing, adjusting, and balancing work is complete for the air system, airtight protectives or temporary filter media shall be installed over all ductwork openings and air terminals on the air system prior to resuming construction activities in any spaces served by the air system.
- F. The Owner shall agree the building is sufficiently clean prior to the removal of any filtration media and airtight protectives from air terminal devices.

READINESS CERTIFICATION PRIOR TO FINAL JOBSITE OBSERVATION

To prevent the final job observation from occurring too early, we require that the Contractor review the completion status of the project and, by copy of this document, certify that the job is indeed ready for the final job observation. The following is a typical list of items that represent the degree of job completeness expected prior to your requesting a final job observation.

1. All air handling units operating and balanced.
2. All fans shall be operating and balanced.
3. All temperature control systems operating, programmed and calibrated.
4. Pipe insulation complete, pipes labeled and valves tagged.

Accepted by:

Prime Contractor _____

By _____ Date _____

Upon Contractor certification that the project is complete and ready for a final job observation, we require the Contractor to sign this agreement and return it to the Engineer so that the final observation can be scheduled.

It is understood that if the Engineer finds the job not ready for the final observation and that additional trips and observations are required to bring the project to completion, the costs incurred by the Engineers for additional time and expenses will be deducted from the Contractor's contract retainage prior to final payment at the completion of the job.

END OF SECTION

SECTION 23 05 05 - HVAC DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Mechanical demolition.
- B. Cutting and Patching.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment shall be as specified in individual Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. THE DRAWINGS ARE INTENDED TO INDICATE THE GENERAL SCOPE OF WORK AND DO NOT SHOW EVERY PIPE, DUCT, OR PIECE OF EQUIPMENT THAT MUST BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY CONDITIONS PRIOR TO SUBMITTING A BID.
- B. Where walls, ceilings, etc., are shown as being removed on general drawings, the Contractor shall remove all mechanical equipment, devices, fixtures, piping, ducts, systems, etc., from the removed area.
- C. Where ceilings, walls, partitions, etc., are temporarily removed and replaced by others, This Contractor shall remove, store, and replace equipment, devices, fixtures, pipes, ducts, systems, etc.
- D. Verify that abandoned utilities serve only abandoned equipment or facilities. Extend services to facilities or equipment that shall remain in operation following demolition.
- E. Coordinate work with all other Contractors and the Owner. Schedule removal of equipment to avoid conflicts.
- F. This Contractor shall verify all existing equipment sizes and capacities where equipment is scheduled to be replaced or modified, prior to ordering new equipment.
- G. Bid submittal shall mean the Contractor has visited the project site and verified existing conditions and scope of work.

3.2 PREPARATION

- A. Provide temporary connections to maintain existing systems in service during construction. When work must be performed on operating equipment, use personnel experienced in such operations.

3.3 DEMOLITION AND EXTENSION OF EXISTING MECHANICAL WORK

- A. Demolish and extend existing mechanical work under provisions of this Section.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned ducts and piping to source of supply and/or main lines.
- D. Remove exposed abandoned pipes and ducts, including abandoned pipes and ducts above accessible ceilings. Cut ducts flush with walls and floors, cap duct that remains, and patch surfaces. Cut pipes above ceilings, below floors and behind walls. Cap remaining lines. Repair building construction to match original. Remove all clamps, hangers, supports, etc. associated with pipe and duct removal.
- E. Disconnect and remove mechanical devices and equipment serving equipment that has been removed.
- F. Repair adjacent construction and finishes damaged during demolition and extension work.
- G. Maintain access to existing mechanical installations which remain. Modify installation or provide access panels as appropriate.
- H. Remove unused sections of supply and return air ductwork back to mains. Patch opening with sheet metal and seal airtight. Patch existing insulation to match existing. Where existing ductwork is to be capped and reused, locate the end cap within 6" of the last branch. End caps shall be 3" pressure class and seal class "A".
- I. Extend existing installations using materials and methods compatible with existing installations, or as specified.
- J. Properly reclaim and dispose of all refrigerant in demolished equipment and as required for extension of existing equipment.

3.4 CUTTING AND PATCHING

- A. This Contractor is responsible for all penetrations of existing construction required to complete the work of this project. Refer to Section 23 05 29 for additional requirements.
- B. Penetrations in existing construction should be reviewed carefully prior to proceeding with any work.
- C. Penetrations shall be neat and clean with smooth and/or finished edges. Core drill where possible for clean opening.

- D. Repair existing construction as required after penetration is complete to restore to original condition. Use similar materials and match adjacent construction unless otherwise noted or agreed to by the Engineer prior to start of work.
- E. This Contractor is responsible for all costs incurred in repair, relocations, or replacement of any cables, conduits, or other services if damaged without proper investigation.

3.5 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Clean all systems adjacent to project which are affected by the dust and debris caused by this construction.
- C. MECHANICAL ITEMS REMOVED AND NOT RELOCATED REMAIN THE PROPERTY OF THE OWNER. CONTRACTOR SHALL PLACE ITEMS RETAINED BY THE OWNER IN A LOCATION COORDINATED WITH THE OWNER. THE CONTRACTOR SHALL DISPOSE OF MATERIAL THE OWNER DOES NOT WANT TO REUSE OR RETAIN FOR MAINTENANCE PURPOSES.

3.6 SPECIAL REQUIREMENTS

- A. Install temporary filter media over outside air intakes which are within 100 feet of the limits of construction. This Contractor shall complete any cleaning required for existing systems which are affected by construction dust and debris.
- B. Review locations of all new penetrations in existing walls. Determine construction type and review for possible interferences. Bring all concerns to the attention of the Engineer before proceeding.

END OF SECTION

SECTION 23 05 29 - HVAC SUPPORTS AND ANCHORS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Flashing and Sealing of Equipment and Pipe Stacks.

1.2 REFERENCES

- A. ANSI/ASME B31.1 - Power Piping.
- B. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.
- C. MSS SP-69 - Pipe Hangers and Supports - Selection and Application.
- D. MSS SP-89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

PART 2 - PRODUCTS

2.1 HANGER RODS

- A. Hanger rods for single rod hangers shall conform to the following:
 - 1. Copper Pipe:
 - a. Hanger Rod Diameter:
 - 1) 2-1/2" and smaller: 3/8"
- B. Rods for double rod hangers may be reduced one size. Minimum rod diameter is 3/8 inches.
- C. Hanger rods and accessories used in mechanical spaces or otherwise dry areas shall have ASTM B633 electro-plated zinc finish.
- D. All hanger rods, nuts, washers, clevises, etc., in damp areas shall have ASTM A123 hot-dip galvanized finish applied after fabrication. This applies to the exterior items.

2.2 PIPE AND STRUCTURAL SUPPORTS

- A. General:
 - 1. Pipe hangers, clamps, and supports shall conform to Manufacturers Standardization Society MSS SP-58, -69, and -89.
 - 2. On all insulated piping, provide at each support an insert of same thickness and contour as adjoining insulation, between the pipe and insulation jacket, to prevent insulation from sagging and crushing. Refer to insulation specifications for materials and additional information.

B. Hangers and Clamps:

1. Oversize all hangers, clamps, and supports on insulated piping to allow insulation and jacket to pass through unbroken. This applies to both hot and cold pipes.
2. Hangers in direct contact with bare copper pipe shall include plastic pipe insert similar to Unistrut Cush-A-Clamp, Hydra-Zorb, nVent Cushion Clamp or Eaton Vibra-Clamp within their temperature limits of -65°F to +275°F.
3. On all insulated piping, provide a semi-cylindrical metallic shield and vapor barrier jacket.
4. Unless otherwise indicated, hangers shall be as follows:

- a. Clevis Type: Service: Bare Metal Pipe, Insulated Cold Pipe, Insulated Hot Pipe - 3 inches and Smaller:

- 1) Products: Bare Copper Pipe:

- a) Eaton Fig. B3104F or B3100CTC
- b) Anvil Fig. CT65
- c) nVent Fig. 402
- d) Or Engineer pre-approved equivalent.

- b. Continuous Channel with Clevis Type: Service: Soft Copper Tubing:

- 1) Products:

- a) Eaton Fig. B3106, with Fig. B3106V
- b) nVent Model 104, with Model 104V
- c) Anvil Fig. 1V
- d) Or Engineer pre-approved equivalent

- c. Adjustable Swivel Ring Type: Service: Bare Metal Pipe - 4 inches and Smaller:

- 1) Products: Bare Steel Pipe:

- a) Anvil Fig. 69
- b) Eaton Fig. B3170NF
- c) nVent Model 115
- d) Or Engineer pre-approved equivalent

Products: Bare Copper Pipe:

- e) Eaton Fig. B3170CTC
- f) nVent 102A0 Series
- g) Anvil Fig. CT-69
- h) Or Engineer pre-approved equivalent

5. Support may be fabricated from U-channel strut or similar shapes. Piping less than 4" in diameter shall be secured to strut with clamps of proper design and capacity as required to maintain spacing and alignment. Strut shall be independently supported from hanger drops or building structure. Size and support shall be per manufacturer's installation requirements for structural support of piping. Clamps shall not interrupt piping insulation.
 - a. Strut used in mechanical spaces or otherwise dry areas shall have ASTM B633 electro-plated zinc finish.
6. Unless otherwise indicated, pipe supports for use with struts shall be as follows:
 - a. Clamp Type: Service: Bare Metal Pipe, Insulated Cold Pipe, Insulated Hot Pipe - 3 inches and smaller:
 - 1) Clamps in direct contact with copper pipe shall include plastic pipe insert similar to Unistrut Cush-A-Clamp, Hydra-Zorb, nVent Cushion Clamp or Eaton Vibra-Clamp.
 - 2) Pipes subject to expansion and contraction shall have clamps oversized to allow limited pipe movement.
 - 3) Products: Bare Steel, Plastic or Insulated Pipe:
 - a) Unistrut Fig. P1100 or P2500
 - b) Eaton Fig. B2000 or B2400
 - c) Anvil Fig. AS1200
 - d) nVent USC
 - e) Or Engineer pre-approved equivalent
 - 4) Products: Bare Copper Pipe:
 - a) Eaton Fig. BVT
 - b) nVent CADDY Cushion Clamp
 - c) Or Engineer pre-approved equivalent

C. Upper (Structural) Attachments:

1. Unless otherwise shown, upper attachments for hanger rods or support struts shall be as follows:
 - a. Concentrically Loaded Open Web Joist Hangers (for use with bar joists):
 - 1) Products:
 - a) MCL. M1, M2 or M3
 - b. Wood Anchors: Tension wood rod hanger for suspending 3/8" threaded rod. Zinc plated carbon steel.
 - 1) Minimum allowable tension loads for Douglass Fir/Southern Pine:
 - a) 3/8" diameter rod; 2-1/2" shank: 600 lb/590 lb.

- b) Load values are based on full shank penetration into wood member. Minimum edge distance 3/4". Minimum end distance 3-1/4".
- 2) Limitations:
 - a) Truss: Do not hang from wood trusses without truss manufacturer or Structural Engineer^{TMTM}s approval.
 - b) Sheetrock/Gypsum Ceiling: When drilling through non-wood materials (e.g., sheet rock, gypsum, etc.), increase shank length by depth of non-wood materials.
 - c) Plywood Flooring/Roofing: Do not hang from plywood floor or roofing.
 - d) Spacing: Refer to wood structure spacing of hangers.
- 3) Products:
 - a) Simpson RWV
 - b) DeWALT
 - c) ITI Sammys GT25
 - d) Or Engineer pre-approved equivalent

2.3 SLEEVES AND LINTELS

- A. Fabricate all sleeves from standard weight black steel pipe or as indicated on the drawings. Provide continuous sleeve. Cut or split sleeves are not acceptable.
- B. Install all sleeves concentric with pipes. Secure sleeves in concrete to wood forms. This Contractor is responsible for sleeves dislodged or moved when pouring concrete.
- C. Size sleeves large enough to allow expansion and contraction movement. Provide continuous insulation wrapping.
- D. Wall Seals ("Link-Seals"):
 - 1. Where shown on the drawings, pipes passing through walls, ceilings, or floors shall have their annular space (sleeve or drilled hole - not tapered hole made with knockout plug) sealed by properly sized sealing elements consisting of a synthetic rubber material compounded to resist aging, ozone, sunlight, water and chemical action.
 - 2. Sleeves, if used, shall be standard weight steel with primed finish and waterstop/anchor continuously welded to sleeve. If piping carries only fluids below 120°F, sleeves may be thermoplastic with integral water seal and textured surface.
 - 3. Sleeves shall be at least 2 pipe sizes larger than the pipes.
 - 4. Pressure shall be maintained by stainless steel bolts and other parts. Pressure plates may be of composite material for Models S and OS.
 - 5. Sealing element shall be as follows:

Model	Service	Element Material	Temperature Range
S	Standard (Stainless)	EPDM	-40°F to 250°F

6. Manufacturers:

- a. Thunderline Corporation "Link-Seals"
- b. O-Z/Gedney Company
- c. Calpico, Inc.
- d. Innerlynx
- e. Metraflex Company (cold service only)
- f. Polywater PHSD
- g. Or Engineer pre-approved equivalent

2.4 ESCUTCHEON PLATES AND TRIM

- A. Fit escutcheons to all insulated or uninsulated exposed pipes passing through walls of finished rooms.
- B. Escutcheons shall be heavy gauge, cold rolled steel, copper coated under a chromium plated finish, heavy spring clip, rigid hinge and latch.
- C. Install galvanized steel (unless otherwise indicated) trim strip to cover vacant space and raw construction edges of all rectangular openings in finished rooms. This includes pipe openings.

2.5 PIPE PENETRATIONS

- A. Seal all pipe penetrations. Seal non-rated walls and floor penetrations with grout or caulk. Backing material may be used.

PART 3 - EXECUTION

3.1 HVAC SUPPORTS AND ANCHORS

A. General Installation Requirements:

- 1. Install all items per manufacturer's instructions.
- 2. Coordinate the location and method of support of piping systems with all installations under other Divisions and Sections of the Specifications.
- 3. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- 4. Supports shall extend directly to building structure. Do not support piping from duct hangers unless coordinated with Sheet Metal Contractor prior to installation. Do not allow lighting or ceiling supports to be hung from piping supports.

B. Pipe Requirements:

- 1. Support all piping and equipment, including valves, strainers, traps and other specialties and accessories to avoid objectionable or excessive stress, deflection, swaying, sagging or vibration in the piping or building structure during erection, cleaning, testing and normal operation of the systems.
- 2. Do not, however, restrain piping to cause it to snake or buckle between supports or to prevent proper movement due to expansion and contraction.

3. Support piping at equipment and valves so they can be disconnected and removed without further supporting the piping.
 4. Piping shall not introduce strains or distortion to connected equipment.
 5. Parallel horizontal pipes may be supported on trapeze hangers made of structural shapes and hanger rods; otherwise, pipes shall be supported with individual hangers.
 6. Trapeze hangers may be used where ducts interfere with normal pipe hanging.
 7. Provide additional supports where pipe changes direction, adjacent to flanged valves and strainers, at equipment connections and heavy fittings.
 8. Provide at least one hanger adjacent to each joint in grooved end steel pipe with mechanical couplings.
- C. Provided the installation complies with all loading requirements of truss and joist manufacturers, the following practices are acceptable:
1. Loads of 100 lbs. or less may be attached anywhere along the top or bottom chords of trusses or joists with a minimum 3' spacing between loads.
 2. Loads greater than 100 lbs. must be hung concentrically and may be hung from top or bottom chord, provided one of the following conditions is met:
 - a. The hanger is attached within 6" from a web/chord joint.
 - b. Additional L2x2x1/4 web reinforcement is installed per manufacturer's requirements.
 3. It is prohibited to cantilever a load using an angle or other structural component that is attached to a truss or joist in such a fashion that a torsional force is applied to that structural member.
 4. If conditions cannot be met, coordinate installation with truss or joist manufacturer and contact Engineer.
- D. After piping and insulation installation are complete, cut hanger rods back at trapeze supports so they do not extend more than 3/4" below bottom face of lowest fastener and blunt any sharp edges.
- E. Do not exceed 25 lbs. per hanger and a minimum spacing of 2'-0" on center when attaching to metal roof decking (limitation not required with concrete on metal deck). This 25 lbs. load and 2'-0" spacing include adjacent electrical and architectural items hanging from deck. If the hanger restrictions cannot be achieved, supplemental framing off steel framing will need to be added.
- F. Do not exceed the manufacturer's recommended maximum load for any hanger or support.
- G. Steel/Concrete Structure: Spacing of hangers shall not exceed the compressive strength of the insulation inserts, and in no case shall exceed the following:
1. Hard Drawn Copper & Brass (Liquid Service):
 - a. Maximum Spacing:
 - 1) 3/4" and under: 5'-0"
 - 2) 1": 6'-0"
 - 3) 1-1/4": 7'-0"

- 4) 1-1/2": 8'-0"
- 5) 2": 8'-0"
- 6) 2-1/2": 9'-0"
- 7) 3": 10'-0"
- 8) 4": 12'-0"
- 9) 6": 12'-0"

2. Hard Drawn Copper & Brass (Vapor Service):

a. Maximum Spacing:

- 1) 3/4" & under: 7'-0"
- 2) 1": 8'-0"
- 3) 1-1/4": 9'-0"
- 4) 1-1/2": 10'-0"
- 5) 2": 11'-0"
- 6) 2-1/2" & larger: 12'-0"

H. Installation of hangers shall conform to MSS SP-58, -69, and -89.

END OF SECTION

SECTION 23 05 53 - HVAC IDENTIFICATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Identification of products installed under Division 23.

1.2 REFERENCES

- A. ANSI/ASME A13.1 - Scheme for the Identification of Piping Systems.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. 3M
- B. Bunting
- C. Calpico
- D. Craftmark
- E. Emedco
- F. Kolbi Industries
- G. Seton
- H. W. H. Brady
- I. Marking Services.
- J. Or Engineer pre-approved equivalent

2.2 MATERIALS

- A. General:
 - 1. Plastic Tags: Minimum 1-1/2" square or round laminated three-layer phenolic with engraved, 1/4" minimum black letters on light contrasting background.
 - 2. Brass Tags: Brass background with engraved black letters. Tag size minimum 1-1/2" square or 1-1/2" round.

B. Pipe Markers:

1. All pipe markers shall conform to ANSI A13.1. Marker lengths and letter sizes shall be at least the following:

OD of Pipe or Insulation	Marker Length	Size of Letters
Up to and including 1-1/4"	8"	1/2"
1-1/2" to 2"	8"	3/4"

Plastic tags may be used for outside diameters under 3/4"

2. Plastic Pipe Markers: Semi-rigid plastic, preformed to fit around pipe or pipe covering; indicating flow direction and fluid conveyed.
3. Vinyl Pipe Markers: Colored vinyl with permanent pressure sensitive adhesive backing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install all products per manufacturer's recommendations.

- B. Degrease and clean surfaces to receive adhesive for identification materials.

C. Pipe Markers:

1. Adhesive Backed Markers: Use Brady Style 4, 6, or 8 on pipes under 3" diameter. Similar styles by other listed manufacturers are acceptable. Secure all markers at both ends with a wrap of pressure sensitive tape completely around the pipe.
2. Snap-on Markers: Use Seton "Setmark" on pipes up to 5-7/8" OD. Use Seton "Setmark" with nylon or Velcro ties for pipes 6" OD and over. Similar styles by other listed manufacturers are acceptable.
3. Apply markers and arrows in the following locations where clearly visible:
 - a. At each valve.
 - b. On both sides of walls that pipes penetrate.
 - c. At least every 20 feet along all pipes.
 - d. On each riser and each leg of each "T" joint.
 - e. At least once in every room and each story traversed.

D. Equipment:

1. All equipment not easily identifiable such as controls, relays, gauges, etc.; and all equipment in an area remote from its function such as air handling units, exhaust fans, filters, reheat coils, dampers, etc.; shall have nameplates or plastic tags listing name, function, and drawing symbol. Do not label exposed equipment in public areas.
2. Fasten nameplates or plastic tags with stainless steel self-tapping screws or permanently bonding cement.
3. Mechanical equipment that is not covered by the U.S. National Appliance Energy Conservation Act (NAECA) of 1987 shall carry a permanent label installed by the manufacturer stating that the equipment complies with the requirements of ASHRAE 90.1.

3.2 SCHEDULE

- A. Pipes to be marked shall be labeled with text as follows, regardless of which method or material is used:
 - 1. REFRIGERANT LIQUID: White lettering; purple background
 - 2. REFRIGERANT SUCTION: White lettering; purple background

END OF SECTION

SECTION 23 05 93 - TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Testing, adjusting, and balancing of air systems.

1.2 QUALITY ASSURANCE

- A. Agency shall be a company specializing in the adjusting and balancing of systems specified in this section. Perform work under supervision of AABC Certified Test and Balance Engineer, NEBB Certified Testing, Balancing and Adjusting Supervisor, or TABB Certified Supervisor.
- B. Work shall be performed in accordance with the requirements of the references listed at the start of this section.

1.3 REFERENCES

- A. AABC - National Standards for Total System Balance, Seventh Edition.
- B. ADC - Test Code for Grilles, Registers, and Diffusers.
- C. AMCA - Publication 203-90; Field Performance Measurement of Fan Systems.
- D. ASHRAE - 2019 HVAC Applications Handbook; Chapter 39, Testing, Adjusting and Balancing.
- E. ASHRAE/ANSI - Standard 111-2008; Practices for Measurement, Testing, Adjusting and Balancing of Building HVAC&R Systems.
- F. NEBB - Procedural Standards for Testing, Adjusting and Balancing of Environmental Systems, Ninth Edition, 2019.
- G. SMACNA - HVAC Systems; Testing, Adjusting and Balancing (latest edition).
- H. TABB - International Standards for Environmental Systems Balance.

1.4 SUBMITTALS

- A. Submit copies of report forms, balancing procedures, and the name and qualifications of testing and balancing agency for approval within 30 days after award of Contract.
- B. Electronic Copies:
 - 1. Submit a certified copy of test reports to the Engineer for approval. Electronic copies shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable. Copies that are not legible will be returned to the Contractor for resubmittal. Do not set any permission restrictions on files; protected, locked, or secured documents will be rejected.

2. Electronic file size shall be limited to a maximum of 10MB. Larger files shall be divided into files that are clearly labeled as "1 of 2", "2 of 2", etc.
3. All text shall be searchable.
4. Bookmarks shall be used. All bookmark titles shall be an active link to the index page and index tabs.

1.5 REPORT FORMS

- A. Submit reports on AABC, SMACNA or NEBB forms. Use custom forms approved by the Engineer when needed to supply specified information.
- B. Include in the final report a schematic drawing showing each system component, including balancing devices, for each system. Each drawing shall be included with the test reports required for that system. The schematic drawings shall identify all testing points and cross-reference these points to the report forms and procedures.
- C. Refer to PART 4 for required reports.

1.6 WARRANTY/GUARANTEE

- A. Warranty/Guarantee must meet one of the following programs: TABB International Quality Assurance Program, AABC National Project Performance Guarantee, NEBB's Conformance Certification.

1.7 SCHEDULING

- A. Coordinate schedule with other trades. Provide a minimum of seven days' notice to all trades and the Engineer prior to performing each test.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. All procedures must conform to a published standard listed in the References article of this section. All equipment shall be adjusted in accordance with the manufacturer's recommendations. Any system not listed in this specification but installed under the contract documents shall be balanced using a procedure from a published standard listed in the References article.
- B. The Balancing Contractor shall incorporate all pertinent documented construction changes (e.g. submittals/shop drawings, change orders, RFIs, ASIs, etc.) and include in the balancing report.
- C. Recorded data shall represent actual measured or observed conditions.
- D. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing is complete, close probe holes and patch insulation with new materials as specified. Restore vapor barrier and finish as specified.

- E. Permanently mark setting of valves, dampers, and other adjustment devices allowing for settings to be restored. Set and lock memory stops.
- F. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, plugging test holes, and restoring thermostats to specified settings.
- G. The Balancing Contractor shall measure terminal air box air flow, and the TCC shall adjust DDC readout to match. Refer to Section 23 09 00 for additional information.

3.2 EXAMINATION

- A. Before beginning work, verify that systems are complete and operable. Ensure the following:

- 1. General Equipment Requirements:

- a. Equipment is safe to operate and in normal condition.
- b. Equipment with moving parts is properly lubricated.
- c. Temperature control systems are complete and operable.
- d. Proper thermal overload protection is in place for electrical equipment.
- e. Direction of rotation of all fans and pumps is correct.
- f. Access doors are closed and end caps are in place.

- 2. Duct System Requirements:

- a. All filters are clean and in place. If required, install temporary media.
- b. Duct systems are clean and free of debris.
- c. Air outlets are installed and connected.
- d. Duct system leakage has been minimized.

- 3. Pipe System Requirements:

- a. Coil fins have been cleaned and combed.
- b. Shutoff, throttling and balancing valves are open.

- B. Report any defects or deficiencies to Engineer.
- C. Promptly report items that are abnormal or prevent proper balancing.
- D. If, for design reasons, system cannot be properly balanced, report as soon as observed.
- E. Beginning of work means acceptance of existing conditions.

3.3 PREPARATION

- A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to the Engineer for spot checks during testing.
- B. Instruments shall be calibrated within six months of testing performed for project, or more recently if recommended by the instrument manufacturer.

3.4 INSTALLATION TOLERANCES

- A. $\pm 10\%$ of scheduled values:
 - 1. Adjust air inlets and outlets to $\pm 10\%$ of scheduled values.
- B. Adjust supply, return, and exhaust air-handling systems to $+10\%$ / -5% of scheduled values.

3.5 ADJUSTING

- A. After adjustment, take measurements to verify balance has not been disrupted or that disruption has been rectified.
- B. Once balancing of systems is complete, at least one damper or valve must be 100% open.
- C. After testing, adjusting and balancing are complete, operate each system and randomly check measurements to verify system is operating as reported in the report. Document any discrepancies.
- D. Contractor responsible for each motor shall also be responsible for replacement sheaves. Coordinate with contractor.

3.6 SUBMISSION OF REPORTS

- A. Fill in test results on appropriate forms.

PART 4 - SYSTEMS TO BE TESTED, ADJUSTED AND BALANCED

4.1 Verification of existing systems.

- A. Perform a pre-balance of systems serving the area of construction prior to the start of any other work. Do not make adjustments to the systems. If the systems are not operating at maximum capacity, temporarily drive system to maximum and take readings for the system. Return the system to its original state when measurements are complete.

1. Air Handling Unit - AHU-2(E):

a. General Requirements:

- 1) Existing Equipment Tag (if available).
- 2) Location.
- 3) Manufacturer, model, arrangement, class, discharge.
- 4) Fan RPM.

b. Flow Rate:

- 1) Supply flow rate (cfm)
- 2) Return flow rate (cfm)
- 3) Outside flow rate (cfm)
- 4) Exhaust flow rate (cfm)

c. Pressure Drop and Pressure:

- 1) Filter pressure drop.
- 2) Total static pressure. (Indicate if across fan or external to unit).
- 3) Inlet pressure.
- 4) Discharge pressure.

2. Air Terminal (Inlet or Outlet):

- a. Room number/location.
- b. Terminal type and size.
- c. Velocity.
- d. Flow rate (cfm)
- e. Percent of design flow rate.

B. Report findings to Engineer on standard forms.

4.2 GENERAL REQUIREMENTS

A. Title Page:

1. Project name.
2. Project location.
3. Project Engineer (IMEG Corp.).
4. Project General Contractor.
5. TAB Company name, address, phone number.
6. TAB Supervisor's name and certification number.
7. TAB Supervisor's signature and date.
8. Report date.

B. Report Index

C. General Information:

1. Test conditions.
2. Nomenclature used throughout report.
3. Notable system characteristics/discrepancies from design.
4. Test standards followed.
5. Any deficiencies noted.
6. Quality assurance statement.

D. Instrument List:

1. Instrument.
2. Manufacturer, model, and serial number.
3. Range.
4. Calibration date.

4.3 AIR SYSTEMS

A. Air Moving Equipment:

1. General Requirements:

- a. Drawing symbol.
- b. Location.
- c. Manufacturer, model, arrangement, class, discharge.
- d. Fan RPM.
- e. Multiple RPM fan curve with operating point marked. (Obtain from equipment supplier).
- f. Final frequency of motor at maximum flow rate (on fans driven by VFD).

2. Flow Rate:

- a. Supply flow rate (cfm): specified and actual.
- b. Return flow rate (cfm): specified and actual.
- c. Outside flow rate (cfm): specified and actual.

3. Pressure Drop and Pressure:

- a. Filter pressure drop: specified and actual.
- b. Total static pressure: specified and actual. (Indicate if across fan or external to unit).
- c. Inlet pressure.
- d. Discharge pressure.

B. Fan Data:

1. Drawing symbol.
2. Location.
3. Manufacturer and model.
4. Flow rate (cfm): specified and actual.
5. Total static pressure: specified and actual. (Indicate measurement locations).
6. Inlet pressure.
7. Discharge pressure.
8. Fan RPM.

C. Duct Traverse:

1. System zone/branch/location.
2. Duct size.
3. Free area.
4. Velocity: specified and actual.
5. Flow rate (cfm): specified and actual.
6. Duct static pressure.
7. Air temperature.
8. Air correction factor.

D. Air Terminal (Inlet or Outlet):

1. Drawing symbol.
2. Room number/location.
3. Terminal type and size.
4. Velocity: specified and actual.
5. Flow rate (cfm): specified and actual.
6. Percent of design flow rate.

4.4 COOLING SYSTEMS

A. Cooling Coils:

1. General Requirements:
 - a. Drawing symbol.
 - b. Service.
 - c. Location.
 - d. Size.
 - e. Manufacturer and model.
2. Temperature:
 - a. Entering air DB temperature: specified and actual.
 - b. Entering air WB temperature: specified and actual.
 - c. Leaving air DB temperature: specified and actual.
 - d. Leaving air WB temperature: specified and actual.
3. Flow Rate:
 - a. Flow rate (cfm): specified and actual.
4. Pressure Drop and Pressure:
 - a. Air pressure drop: specified and actual.
5. Energy:
 - a. Air Btuh (cfm x enthalpy change x 4.5).

END OF SECTION

SECTION 23 07 19 - HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Piping Insulation.
- B. Insulation Jackets.

1.2 QUALITY ASSURANCE

- A. Applicator: Company specializing in piping insulation application.
- B. Materials: Listed and labeled for flame spread/smoke developed rating of no more than 25/50 when tested per ASTM E84 or UL 723 as required by code. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers with appropriate markings of applicable testing agency.
- C. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- D. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

1.3 REFERENCES

- A. ANSI/ASHRAE/IES Standard 90.1 (latest published edition) - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- B. ANSI/ASTM C534 - Elastomeric Foam Insulation.
- C. ASTM E84 - Surface Burning Characteristics of Building Materials.
- D. NFPA 255 - Surface Burning Characteristics of Building Materials.
- E. UL 723 - Surface Burning Characteristics of Building Materials.
- F. National Commercial & Industrial Insulation Standards - 1999 Edition - as published by Midwest Insulation Contractors Association and endorsed by National Insulation Contractors Association.

PART 2 - PRODUCTS

2.1 INSULATION

- A. Type B: Flexible elastomeric foam insulation; closed-cell, sponge or expanded rubber (polyethylene type is not permitted); ANSI/ASTM C534, Grade 1 Type I for tubular materials; flexible plastic; 0.25 maximum 'K' value at 75°F, listed and labeled at no more than 25/50 when tested per ASTM E84 or UL 723 as required by code. Maximum 1" thick per layer where multiple layers are specified.

2.2 VAPOR BARRIER JACKETS

- A. All-purpose polymer or polypropylene service jacket vapor barrier with self-sealing adhesive joints. Beach puncture resistance ratio of at least 50 units. Tensile strength: 35 psi minimum. Single, self-seal acrylic adhesive on longitudinal jacket laps and butt strips.

2.3 JACKET COVERINGS

- A. Plastic Jackets and Fitting Covers: High impact, glossy white, 0.020" thick, self-extinguishing plastic. Suitable for use indoors or outdoors with ultraviolet inhibitors. Suitable for -40°F to 150°F. Listed and labeled at no more than 25/50 when tested per ASTM E84 or UL 723 as required by code.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Install insulation after piping has been tested. Pipe shall be clean, dry and free of rust before applying insulation.
- B. Patch and repair torn insulation. Paint to match adjacent insulation surface.

3.2 INSTALLATION

- A. General Installation Requirements:
 - 1. Install materials per manufacturer's instructions, building codes and industry standards.
 - 2. Continue insulation with vapor barrier through penetrations. This applies to all insulated piping. Maintain fire rating of all penetrations.
 - 3. All piping and insulation that does not meet 25/50 that is in an air plenum shall have written approval from the Authority Having Jurisdiction and the local fire department for authorization and materials approval. If approval has been allowed, the non-rated material shall be wrapped with a product that has been listed and labeled having a flame spread index of not more than 25 and a smoke-developed index of not more than 50 when tested as a composite in accordance with ASTM E84 or UL 723.
 - 4. On 1" and smaller piping routed through metal wall studs, provide a plastic grommet to protect the piping. The piping shall be insulated between the wall studs, and the insulation shall butt up to each stud.

B. Insulated Piping Operating Below 60°F:

1. Insulate fittings, valves, unions, flanges, flexible connections, flexible hoses, and expansion joints. Seal all penetrations of vapor barrier.
2. On piping operating below 60°F in locations that are not mechanically cooled (e.g., penthouses, mechanical rooms, tunnels, chases at exterior walls, etc.), Type B insulation shall be used.
3. All balance valves and strainers with fluid operating below 60°F shall be insulated with a removable plug wrapped with vapor barrier tape to allow access for reading and adjusting of the balancing valve and cleaning and servicing of the balancing valve.

C. Refrigerant Piping:

1. On refrigerant piping (25°F and above) and not required to meet the 25/50 flame/smoke, provide at each strut or clevis support an insulation coupling to support pipe and to accept insulation thickness of adjoining insulation, to prevent insulation from sagging and crushing. The coupling shall be suitable for planned temperatures, use with specified pipe material, and shall be a 360°, one-piece cylindrical segment. Use mechanical fasteners where coupling cannot be installed on pipe during installation. Contractor shall apply adhesive to ends of insulation entering insulation coupling to maintain vapor barrier.

D. Exposed Piping:

1. Locate and cover seams in least visible locations.
2. Where exposed insulated piping extends above the floor, provide a sheet metal guard around the insulation extending 12" above the floor. Guard shall be 0.016" cylindrical smooth or stucco aluminum and shall fit tightly to the insulation.

3.3 SUPPORT PROTECTION

A. Provide a shield on all insulated piping at each support between the insulation jacket and the support.

B. On all insulated piping greater than 1-1/2", provide shield with insulation insert of same thickness and contour as adjoining insulation at each support, between the pipe and insulation jacket, to prevent insulation from sagging and crushing. Inserts shall be as follows:

1. The insert shall be suitable for planned temperatures, be suitable for use with specific pipe material, and shall be a minimum 180° cylindrical segment the same length as metal shields. Inserts shall be:
 - a. As an alternative to separate pipe insulation insert and saddle, properly sized manufactured integral rigid insulation insert and shield assemblies may be used.
 - 1) Products:
 - a) Buckaroo CoolDry
 - b) Cooper/B-Line Fig. B3380 through B3384
 - c) Pipe Shields A1000, A2000
 - d) Or Engineer pre-approved equivalent

b. Insulation Couplings:

- 1) Molded thermoplastic slip coupling, -65°F to 275°F, sizes up to 4-1/8" OD, and receive insulation thickness up to 1". Suitable for use indoors or outdoors with UV stabilizers. Vertical insulation riser clamps shall have a 1,000lb vertical load rating. On cold pipes operating below 60°F, cover joint and coupling with vapor barrier mastic to ensure continuous vapor barrier.
- 2) PET thermoplastic foam load bearing core with elastomeric foam ends and lap-seal jacket.
- 3) Horizontal Strut Mounted Insulated Pipe Manufacturers:
 - a) Klo-Shure or equal
 - b) Armafix Ecolight
 - c) Or Engineer pre-approved equivalent
- 4) Vertical Manufacturers:
 - a) Manufacturers: Klo-Shure Titan or equal
 - b) Or Engineer pre-approved equivalent

- c. Rectangular blocks, plugs, or wood material are not acceptable.
- d. Temporary wood blocking may be used by the Piping Contractor for proper height; however, these must be removed and replaced with proper inserts by the Insulation Contractor. Refer to Supports and Anchors specification section for additional information.

C. Neatly finish insulation at supports, protrusions, and interruptions.

D. Install metal shields between all hangers or supports and the pipe insulation. Shields shall be galvanized sheet metal, half-round with flared edges. Adhere shields to insulation. On cold piping, seal the shields vapor-tight to the insulation as required to maintain the vapor barrier, or add separate vapor barrier jacket.

E. Shields shall be at least the following lengths and gauges:

Pipe Size	Shield Size
1/2" to 3-1/2"	12" long x 18 gauge

F. Elastomeric foam insulation shields/saddle; molded thermoplastic rigid pipe saddle sized for insulation outside diameter. Length as indicated above.

G. Minimum 1/4" rolled galvanized steel plates shall be provided in addition to the sleeves as reinforcement on large pipes to reduce point loading on roller, trapeze hanger and strut support locations depending on insulation compressive strength. Refer to section above for exact locations.

3.4 INSULATION

A. Type B Insulation:

1. Install per manufacturer's instructions or ASTM C1710.
2. Elastomeric Cellular Foam: Where possible, slip insulation over the open end of pipe without slitting. Seal all butt ends, longitudinal seams, and fittings with adhesive. At elbows and tees, use mitered connections. Do not compress or crush insulation at cemented joints. Joints shall be sealed completely and not pucker or wrinkle. Exterior installations shall contain factory applied polymeric, moisture, and UV resistant covering with ends sealed with adhesive and similar cover; or Contractor shall paint the outside of outdoor insulation with two coats of latex enamel paint recommended by the manufacturer.
3. Insulation Installation on Straight Pipes and Tubes:
 - a. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
 - b. Insulation must be installed in compression to allow for expansion and contraction. Insulation shall be pushed onto the pipe, never pulled. Stretching of insulation may result in open seams and joints.
4. Insulation Installation on Valves and Pipe Specialties:
 - a. Install preformed sections of same material as straight segments of pipe insulation when available.
 - b. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
 - c. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.

3.5 JACKET COVER INSTALLATION

A. Plastic Covering:

1. Provide vapor barrier as specified for insulation type. Cover with plastic jacket covering. Position seams to shed water.
2. Solvent weld all joints with manufacturer recommended cement.
3. Overlap all laps and butt joints 1-1/2" minimum. Repair any loose ends that do not seal securely. Solvent weld all fitting covers in the same manner. Final installation shall be watertight.
4. Use plastic insulation covering on all exposed pipes including, but not limited to:
 - a. All exposed piping in multi-purpose room and museum.
 - b. All exterior piping.
5. Elastomeric piping insulation may have two coats of latex paint instead of plastic jacket.

3.6 SCHEDULE

- A. Refer to Section 23 81 45 for insulation schedule.

END OF SECTION

SECTION 23 09 00 - CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Complete System of Automatic Controls.
- B. Control Devices, Components, Wiring and Material.
- C. Instructions for Owners.
- D. Remodeling.

1.2 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section.
- B. TCC: Company specializing in the work of this section.

1.3 REFERENCES

- A. AMCA 500 - Test Methods for Louvers, Dampers and Shutters.
- B. ANSI/ASHRAE/IES Standard 90.1 (latest published edition) - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- C. ANSI/NEMA 250 - Enclosures for Electrical Equipment (1000 volts Maximum).
- D. ANSI/NFPA 70 - National Electrical Code.
- E. ANSI/NFPA 90A - Installation of Air-Conditioning and Ventilation Systems.
- F. ASHRAE 62.1 - Ventilation for Acceptable Indoor Air Quality.
- G. ASHRAE 85 - Automatic Control Terminology for Heating, Ventilating, Air Conditioning.

1.4 SUBMITTALS

- A. Equipment Coordination:
 - 1. The Controls Contractor shall obtain approved equipment submittals from other contractors to determine equipment wiring connections, to choose appropriate controllers, and to provide programming.
 - 2. Coordinate the control interface of all equipment with the equipment manufacturers prior to submittal submission.

B. Shop Drawings:

1. Submit shop drawings per Section 23 05 00. In addition, submit an electronic copy of the shop drawings in Adobe Acrobat (.pdf) format to the Owner for review.
2. Cross-reference all control components and point names in a single table located at the beginning of the submittal with the identical nomenclature used in this section.
3. System Architecture: Provide riser diagrams of wiring between central control unit and all control panels. This shall include specific protocols associated with each level within the architecture. Identify all interface equipment between CPU and control panels. The architecture shall include interface requirements with other systems including, but not limited to, security systems, lighting control, fire alarm, elevator status, and power monitoring system.
4. Diagrams shall include:
 - a. Wiring diagrams and layouts for each control panel showing all termination numbers.
 - b. Schematic diagrams for all control, communication, and power wiring. Provide a schematic drawing of the central system installation. Label all cables and ports with computer manufacturers' model numbers and functions. Show all interface wiring to the control system.
 - c. Identification of all control components connected to emergency power.
 - d. Schematic diagrams for all field sensors and controllers.
 - e. A schematic diagram of each controlled system. The schematics shall have all control points labeled. The schematics shall graphically show the location of all control elements in the system.
 - f. A schematic wiring diagram for each controlled system. Each schematic shall have all elements labeled. Where a control element is the same as that shown on the control system schematic, label it with the same name. Label all terminals.
 - g. A tabular instrumentation list for each controlled system. The table shall show element name, type of device, manufacturer, model number and product data sheet number.
 - h. All installation details and any other details required to demonstrate that the system will function properly.
 - i. All interface requirements with other systems.
5. The network infrastructure shall conform to the published guidelines for wire type, length, number of nodes per channel, termination, and other relevant wiring and infrastructure criteria as published. The number of nodes per channel shall be no more than 80% of the defined segment (logical or physical) limit in order to provide future system enhancement with minimal infrastructure modifications.
6. Sequences: Submit a complete description of the operation of the control system, including sequences of operation. The description shall include and reference a schematic diagram of the controlled system. The wording of the control sequences in the submittal shall match verbatim that included in the construction documents to ensure there are no sequence deviations from that intended by the Engineer. Clearly highlight any deviations from the specified sequences on the submittals.
7. Points List Schedule: Submit a complete points list of all points to be connected to the TCS and FMCS. The points list for each system controller shall include both inputs and outputs (I/O), point number, the controlled device associated with the I/O point, the location of the I/O device, and reference drawings. Where a control point is the same as that shown on the control system schematic, label it with the same name. Points list shall

- specifically identify alarms, trends, event history, archive, totalization, graphic points, and all mapped points from other systems (security systems, lighting control, fire alarm, etc.). Provide points lists, point naming convention, and factory support information for systems provided and integrated into the FMCS.
8. Product Data Sheets: Required for each component that includes: unique identification tag that is consistent throughout the submittal, manufacturer's description, technical data, performance curves, installation/maintenance instructions, and other relevant items. When manufacturer's literature applies to a product series rather than a specific product, the data specifically applicable to the project shall be highlighted or clearly indicated by other means. Each submitted piece of literature and drawings shall clearly reference the specification and/or drawing that the submittal is to cover. General catalogs shall not be accepted as cutsheets to fulfill submittal requirements.
 9. Provide PICS files indicating the BACnet functionality and configuration of each device.
 10. Provide documentation of submitted products that have been tested and listed by the BACnet Testing Laboratory (BTL), or provide a letter on the manufacturer's company letterhead indicating the anticipated date by which testing is expected to be completed. If, for any reason, BTL testing and listing has not been completed, a written commitment to upgrade installed controls to a version that meets BTL testing and listing requirements if problems are found during BTL testing is required.
 11. Graphic Display: Include a sample graphic of the updated AHU-2(E) system and component identified in the points list with a flowchart (site map) indicating how the graphics are to be linked to each other for system navigation.

C. Operation and Maintenance Manual:

1. In addition to the requirements of Section 23 05 00, submit an electronic copy of the O&M manuals in PDF format.
2. Provide three complete sets of manuals.
3. Each O&M manual shall include:
 - a. Table of contents with indexed tabs dividing information as outlined below.
 - b. Definitions: List of all abbreviations and technical terms with definitions.
 - c. Warranty Contacts: Names, addresses, and 24-hour telephone numbers of contractors installing equipment and controls and service representatives of each.
 - d. Licenses, Guarantees, and Warranties: Provide documentation for all equipment and systems.
 - e. System Components: Alphabetical list of all system components, with the name, address, and telephone number of the vendor.
 - f. Operating Procedures: Include procedures for operating the control systems; logging on/off; enabling, assigning, and reporting alarms; generating reports; collection, displaying, and archiving of trended data; overriding computer control; event scheduling; backing up software and data files; and changing setpoints and other variables.
 - g. Programming: Description of the programming language (including syntax), statement descriptions (including algorithms and calculations used), point database creation and modification, program creation and modification, and use of the editor.
 - h. Engineering, Installation, and Maintenance: Explain how to design and install new points, panels, and other hardware; recommended preventive maintenance procedures for all system components, including a schedule of tasks (inspection, cleaning, calibration, etc.), time between tasks, and task descriptions; how to debug

hardware problems; and how to repair or replace hardware. A list of recommended spare parts.

D. Training Manual:

1. Provide a course outline and training manuals for each training class.

E. Record Documents:

1. Submit record documentation per Section 23 05 00.
2. Provide a complete set of "as-built" drawings, uploaded to Procore. Provide drawings as AutoCAD or Visio compatible files. Provide two copies of the "as-built" drawings with revisions clearly indicated in addition to the documents on compact disk. All as-built drawings shall also be installed on the FMCS server in a dedicated directory. Provide all product data sheets in PDF format.
3. Submit one electronic copy of as-built versions of the shop drawings, including product data and record drawings with revisions clearly indicated. Provide floor plans showing actual locations of control components including panels, thermostats, sensors, and hardware.
4. Provide all completed testing and commissioning reports and checklists, along with all trend logs for each system identified in the points lists.
5. Submit printouts of all graphic screens with current values (temperatures, pressures, etc.) to the Engineer verifying completion and proper operation of all points.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Provide factory-shipping cartons for each piece of equipment and control device. Maintain cartons through shipping, storage, and handling as required to prevent equipment damage. Store equipment and materials inside and protected from weather.
- B. Factory-Mounted Components: Where control devices specified in this section are indicated to be factory mounted on equipment, arrange for shipping control devices to unit manufacturer.

1.6 AGENCY AND CODE APPROVALS

- A. All products shall have the following agency approvals. Provide verification that the approvals exist for all submitted products with the submittal package.
 1. UL-916; Energy Management Systems.
 2. C-UL listed to Canadian Standards Association C22.2 No. 205-M1983 "Signal Equipment."
 3. EMC Directive 89/336/EEC (European CE Mark).
 4. FCC, Part 15, Subpart J, Class A Computing Devices.

1.7 ACRONYMS

- A. Acronyms used in this specification are as follows:
 1. B-AAC BACnet Advanced Application Controller
 2. B-ASC BACnet Application Specific Controller
 3. BTL BACnet Testing Laboratories

4. DDC Direct Digital Controls
5. FMCS Facility Management and Control System
6. GUI Graphic User Interface
7. IBC Interoperable BACnet Controller
8. IDC Interoperable Digital Controller
9. LAN Local Area Network
10. NAC Network Area Controller
11. ODBC Open DataBase Connectivity
12. OOT Object Oriented Technology
13. OPC Open Connectivity via Open Standards
14. PICS Product Interoperability Compliance Statement
15. PMI Power Measurement Interface
16. POT Portable Operator's Terminal
17. TCC Temperature Control Contractor
18. TCS Temperature Control System
19. WAN Wide Area Network
20. WBI Web Browser Interface

1.8 SUMMARY

- A. Extend Existing System:
 1. Extend the existing Siemens FMCS for this project.
 2. All controllers and accessories shall interface with the existing Siemens FMCS.
- B. TCC shall furnish all labor, materials, equipment, and service necessary for a complete and operating Temperature Control System (TCS) and Facility Management and Control System (FMCS) using Direct Digital Controls as shown on the drawings and as described herein.
- C. All labor, material, equipment and software not specifically referred to herein or on the plans that is required to meet the intent of this specification shall be provided without additional cost to the Owner.
- D. The Owner shall be the named license holder of all software associated with any and all incremental work on the project.

1.9 SYSTEM DESCRIPTION

- A. The entire TCS shall be comprised of a network of interoperable, standalone digital controllers communicating via the following protocol to an NAC. Temperature Control System products shall be as specified below.
- B. The FMCS shall include Network Area Controller or Controllers (NAC) within each facility. The NAC shall connect to the Owner's local or wide area network, depending on configuration. Provide access to the system, either locally in each building or remotely from a central site or sites, through standard Web browsers, via the Internet, and/or via local area network.
- C. Provide materials and labor necessary to connect factory supplied control components.
- D. Provide central and remote hardware, software, and interconnecting wire and conduit.

- E. The FMCS shall include automated alarming software capable of calling e-mail compatible cellular telephones and pagers. The e-mail alarm paging system shall be able to segregate users, time schedules, and equipment and be capable of being programmed by the Owner.
- F. For the dedicated configuration tool provided, it is preferable that it be launched from within the applicable Network Management Software. If not, include any software required for controller configuration as a leave-behind tool with enough license capability to support the installation.

1.10 JOB CONDITIONS

- A. Cooperation with Other Trades: Coordinate the Work of this section with that of other sections to ensure that the Work will be carried out in an orderly fashion. It is this Contractor's responsibility to check the Contract Documents for possible conflicts between the Work of this section and that of other crafts in equipment location; pipe, duct and conduit runs; electrical outlets and fixtures; air diffusers; and structural and architectural features.

1.11 WARRANTY

- A. Refer to Section 23 05 00 for warranty requirements.
- B. Within the warranty period, any defects in the work provided under this section due to faulty materials, methods of installation or workmanship shall be promptly (within 48 hours after receipt of notice) repaired or replaced by this Contractor at no expense to the Owner.
- C. Update all software and back-ups during warranty period and all user documentation on the Owner's archived software disks.

1.12 WARRANTY ACCESS

- A. The Owner shall grant to this Contractor reasonable access to the TCS and FMCS during the warranty period.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. BACnet Protocol:
 - 1. Siemens Building Technologies: DESIGO

2.2 GRAPHIC USER INTERFACE SOFTWARE

- A. Update the existing graphics to reflect the new condensing unit(s) and cooling coil components.

2.3 CONDUIT AND BOXES

- A. Conduit and Boxes: Refer to Electrical Section 26 05 33 for materials, sizing, and other requirements

B. Conduit and Box Identification (Color and Labeling):

1. Refer to the Temperature Control Contractor notes located on the mechanical cover sheet for raceway and box color requirements.
2. Refer to Electrical Section 26 05 53 for raceway and box labeling requirements.

2.4 WIRE AND CABLE

A. Wire and Cable: Refer to Electrical Section 26 05 13 for wire and cable materials.

1. Wire and Cable Color: Refer to the Temperature Control Contractor notes located on the mechanical cover sheet for wire and cable color requirements.

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION

- A. Verify that systems are ready to receive work. Beginning of installation means installer accepts existing conditions.
- B. Install system and materials in accordance with manufacturer's instructions.
- C. Drawings of the TCS and FMCS network are diagrammatic only. Any apparatus not shown but required to meet the intent of the project documents shall be furnished and installed without additional cost.
- D. Install all operators, sensors, and control devices where accessible for service, adjustment, calibration, and repair. Do not install devices where blocked by piping or ductwork. Devices with manual reset or limit adjustments shall be installed below 6'-0" if practical to allow inspection without using a ladder.
- E. Verify locations of wall-mounted devices (such as thermostats, temperature and humidity sensors, and other exposed sensors) with drawings and room details before installation. Coordinate mounting heights to be consistent with other wall-mounted devices. Maximum height above finished floor shall not exceed ADA mounting requirements.
- F. Mount control panels adjacent to associated equipment on vibration-free walls or freestanding angle iron supports. One cabinet may accommodate more than one system in same equipment room.
- G. After completion of installation, test and adjust control equipment.
- H. Check calibration of instruments. Recalibrate or replace.
- I. Furnish and install conduit, wire, and cable per the National Electric Code, unless noted otherwise in this section.

- J. All controls associated with the proper operation of air handling units, pumps, or other mechanical equipment served by emergency power shall be connected to the emergency power system. Control components shall be powered from the equipment branch. In no instance shall panel be connected to the life safety branch of the emergency power system. Panels may be connected to a common 20 amp, 120 volt circuit provided the total load on the circuit does not exceed 16 amps. Circuit conductors shall be sized per the table below. All power connections to the control panels shall be performed by a licensed electrician at the cost of this Contractor. Submit circuit information (total amperage on circuit, conductors length, and panel) for control panels to the Engineer for approval.

Circuit Load (Amps)	Circuit Max Length	Feeder Size
≤ 5	≤ 200ft	2#12 & 1#12 ground in 3/4" conduit.
≤ 10	≤ 100ft	2#12 & 1#12 ground in 3/4" conduit.
≤ 16	≤ 75ft	2#12 & 1#12 ground in 3/4" conduit.
≤ 200	≤ 325ft	2#10 & 1#10 ground in 3/4" conduit.
≤ 100	≤ 160ft	2#10 & 1#10 ground in 3/4" conduit.
≤ 75	≤ 100ft	2#10 & 1#10 ground in 3/4" conduit.

- K. All hardware, software, equipment, accessories, wiring (power and sensor), piping, relays, sensors, power supplies, transformers, and instrumentation required for a complete and operational FMCS system, but not shown on the electrical drawings, are the responsibility of the TCC.
- L. Remodeling:
1. All room devices as indicated on the drawings shall be removed by this Contractor. The Contractor shall also prepare the wall for finishes. Preparing the wall shall include patching old anchor holes (after the anchoring device has been removed) and sanding the wall to remove old paint outlines remaining from original devices. The wall shall be painted to match the existing wall prior to the installation of the new room device. If wall covering requires patching, the Contractor shall furnish new wall covering to match existing. If new wall covering is not available to match existing, the Contractor shall furnish a white acrylic or Plexiglas plate, 1/4" thick and sized to cover the void.
- M. Labels For Control Devices:
1. Provide labels indicating service of all control devices in panels and other locations.
 2. Labels may be made with permanent marking pen in the control panels if clearly legible.
 3. Use engraved labels for items outside panel such as outside air thermostats.
 4. Labels are not required for room thermostats, damper actuators and other items where their function is obvious.

3.2 GRAPHIC DISPLAY

- A. Create a customized graphic for each piece of equipment indicated on the itemized points list.
- B. Components shall be arranged on graphic as installed in the field.

- C. Include each graphic point listed in the itemized points list using real time data.
- D. Provide a graphic representation of the following:

3.3 CONDUIT AND BOXES INSTALLATION

- A. Conduit and Box Installation: Refer to Electrical Section 26 05 33 for execution and installation.
- B. Conduit and Box Identification (color and labeling) installation. Refer to Electrical Section 26 05 53 for raceway and box identification installation.

3.4 WIRE AND CABLE INSTALLATION

- A. Wire and Cable Installation: Refer to Electrical Section 26 05 13 for execution and installation.
- B. Field Quality Control:
 - 1. Inspect wire and cable for physical damage and proper connection.
 - 2. Torque test conductor connections and terminations to manufacturer's recommended values.
 - 3. Perform continuity test on all conductors.
 - 4. Protection of cable from foreign materials:
 - a. It is the Contractor's responsibility to provide adequate physical protection to prevent foreign material application or contact with any cable type. Foreign material is defined as any material that would negatively impact the validity of the manufacturer's performance warranty. This includes, but is not limited, to overspray of paint (accidental or otherwise), drywall compound, or any other surface chemical, liquid or compound that could come in contact with the cable, cable jacket or cable termination components.
 - b. Overspray of paint on any cable, cable jacket or cable termination component will not be accepted. It shall be the Contractor's responsibility to replace any component containing overspray, in its entirety, at no additional cost to the project. Cleaning of the cables with harsh chemicals is not allowed. This requirement is regardless of the PASS/FAIL test results of the cable containing overspray. Should the manufacturer and warrantor of the structured cabling system desire to physically inspect the installed condition and certify the validity of the structured cabling system (via a signed and dated statement by an authorized representative of the structured cabling manufacturer), the Owner may, at their sole discretion, agree to accept said warranty in lieu of having the affected cables replaced. In the case of plenum cabling, in addition to the statement from the manufacturer, the Contractor shall also present to the Owner a letter from the local Authority Having Jurisdiction stating that they consider the plenum rating of the cable to be intact and acceptable.
- C. Installation Schedule:
 - 1. Conduit terminations to all devices installed in applications with rotating equipment, expansion/contraction or vibration shall be made with flexible metallic conduit, unless noted otherwise. Final terminations to exterior devices installed in damp or wet locations shall be made with liquidtight flexible metallic conduit. Terminations in hazardous areas,

as defined in the National Electrical Code, shall be made with flexible conduit rated for the environment.

3.5 COMMISSIONING

- A. Upon completion of the installation, this Contractor shall load all system software and start up the system. This Contractor shall perform all necessary calibration, testing and de-bugging and perform all required operational checks to ensure that the system is functioning in full accordance with these specifications.
- B. This Contractor shall perform tests to verify proper performance of components, routines, and points. Repeat tests until proper performance results. This testing shall include a point-by-point log to validate 100% of the input and output points of the FMCS system operation.
- C. This Contractor shall prove that the controls network is functioning correctly and within acceptable bandwidth criteria and shall test the system with an approved protocol analysis tool. Provide a log and statistics summary showing that each channel is within acceptable parameters. Each channel shall be shown to have at least 25% spare capacity for future expansion.
- D. Upon completion of the performance tests described above, repeat these tests, point by point, as described in the validation log above in the presence of Owner's Representative, as required. Properly schedule these tests so testing is complete at a time directed by the Owner's Representative. Do not delay tests so as to prevent delay of occupancy permits or building occupancy.
- E. System Acceptance: Satisfactory completion is when this Contractor has performed successfully all the required testing to show performance compliance with the requirements of the Contract Documents to the satisfaction of the Owner's Representative. System acceptance shall be contingent upon completion and review of all corrected deficiencies.

3.6 PREPARATION FOR BALANCING

- A. Verify that all dampers are in the position indicated by the controller (e.g., open, closed or modulating).
- B. Check the calibration and setpoints of all controllers.
- C. Check the locations of all thermostats and humidistats for potential erratic operation from outside influences such as sunlight, drafts, or cold walls.
- D. Check that all sequences operate as specified. Verify that no simultaneous heating and cooling occurs, unless specified. Observe that heating cannot begin at TAB reheat terminals until the unit is at the minimum CFM.
- E. Verify the operation of all interlock systems.

3.7 TEST AND BALANCE COORDINATION

- A. The Contractor shall furnish a single set of all tools necessary to interface to the control system for test and balance purposes.
- B. The Contractor shall provide training for the Balancing Contractor in the use of these tools.
- C. The tools used during the test and balance process shall be returned at the completion of the testing and balancing.

3.8 DEMONSTRATION AND ACCEPTANCE

- A. At completion of installation, provide two hours instruction for operators. Demonstrate operation of all controls and systems. Describe the normal operation of all equipment.

END OF SECTION

SECTION 23 33 00 - DUCTWORK ACCESSORIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Manual Volume Dampers.

1.2 REFERENCES

- A. SMACNA - HVAC Duct Construction Standards (latest edition).

1.3 SUBMITTALS

- A. Submit shop drawings under provisions of Section 23 05 00.
- B. Submit manufacturer's installation instructions.

PART 2 - PRODUCTS

2.1 MANUAL VOLUME DAMPERS

- A. Fabricate in accordance with SMACNA Duct Construction Standards, and as indicated.
- B. Fabricate single blade dampers for duct sizes to 9-1/2 x 30 inches.
- C. Fabricate multi-blade damper of opposed blade pattern with maximum blade sizes 12" x 72". Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
- D. Except in round ductwork 12 inches and smaller, provide end bearings. On multiple blade dampers, provide molded synthetic or oil-impregnated nylon or sintered bronze bearings.
- E. Provide locking quadrant regulators on single and multi-blade dampers.
- F. On insulated ducts, mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
- G. If blades are in open position and extend into the main duct, mount damper so blades are parallel to airflow.
- H. Contractor assembled modular manual dampers are acceptable as long as it contains the components listed above.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General Installation Requirements:

1. Install accessories in accordance with manufacturer's instructions.
2. Where duct access doors are located above inaccessible ceilings, provide ceiling access doors. Coordinate location with the Engineer.
3. Coordinate and install access doors provided by others.
4. Provide access doors for all equipment requiring maintenance or adjustment above an inaccessible ceiling. Minimum size shall be 24" x 24".
5. Provide duct test holes where indicated and as required for testing and balancing purposes.

B. Manual Volume Damper:

1. Provide manual volume dampers at points on low pressure supply, return, and exhaust systems where branches are taken from larger ducts where indicated on drawings and as required for air balancing. Use splitter dampers only where indicated.

END OF SECTION

SECTION 23 81 45 - VARIABLE REFRIGERANT FLOW HEAT PUMP

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Variable refrigerant flow split system heat pump (cooling only).
- B. Refrigerant piping/tubing and insulation.

1.2 QUALITY ASSURANCE

- A. Installer: Refrigerant system installer shall be certified with one of the following:
 - 1. Commercial Refrigeration Technician Certificate

1.3 REFERENCES

- A. ANSI/AHRI 210/240 - Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment.
- B. ANSI/AHRI 270 - Sound Rating of Outdoor Unitary Equipment.
- C. ANSI/ASHRAE 62 - Ventilation for Acceptable Indoor Air Quality.
- D. ANSI/ASHRAE/IES Standard 90.1 (latest published edition) - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- E. MIL-H-22547B - Heat Pump, Heating and Cooling (Unitary).

1.4 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 23 05 00.
- B. Indicate water, drain, and electrical rough-in connections on shop drawings or product data.
- C. Submit manufacturer's installation instructions.
- D. Submit manufacturer's warranty information.
- E. Submit installing contractor's manufacturer training certification.
- F. Submit ASSE 6010 or Commercial Refrigeration Technician Certificates for all installers.
- G. Submit refrigerant charge. Charge calculation should be based on installed piping lengths and equipment capacities.

H. VRF Piping Layout Drawings:

1. Submit manufacturer's detailed VRF piping layout drawings at 1/8" = 1'-0" minimum scale complete with the following information at beginning of project:
 - a. Actual pipe routing, fittings, hanger and support types, accessories, etc. with lengths and refrigerant charge noted.
 - b. Include insulation thickness and type of insulation.
 - c. Room names and numbers, ceiling types, and ceiling heights.
 - d. Indicate location of all beams, bar joists, etc., along with bottom of steel elevations, for each member.
2. Submit VRF piping and equipment layout drawings. Verify clearances and interferences with other trades prior to preparing drawings. IMEG will provide electronic copies of piping drawings for Contractor's use if the Contractor signs and returns an "Electronic File Transfer" waiver provided by IMEG. IMEG will not consider blatant reproductions of original file copies an acceptable alternative for this submittal. Submittals shall be in accordance with Section 23 05 00.
3. Following installation and prior to refrigerant charge, Contractor shall verify actual installation, pipe routing, elevation changes, and piping lengths, noting variations from the original manufacturer's design and resubmit to the manufacturer. Manufacturer shall verify layout and determine the final refrigerant charge prior to operation.

I. Submit Electrical Power and Controls Diagrams:

1. Power wiring diagrams for each component.
2. Wiring diagrams and layouts for each control panel showing all termination numbers.
3. Schematic diagrams for all control, communication, and power wiring. Provide a schematic drawing of the central system installation. Show all interface wiring to the control system.
4. Schematic diagrams for all field sensors and controllers.
5. A schematic diagram of each controlled system. The schematics shall have all control points labeled. The schematics shall graphically show the location of all control elements in the system.
6. A schematic wiring diagram for each controlled system. Each schematic shall have all elements labeled. Label all terminals.
7. All installation details and any other details required to demonstrate that the system will function properly.
8. All interface requirements with other systems.

J. Sequences: Submit a complete description of the operation of the control system, including sequences of operation. The description shall include and reference a schematic diagram of the controlled system. The wording of the control sequences in the submittal shall match verbatim that included in the construction documents to ensure there are no sequence deviations from that intended by the Engineer. Clearly highlight any deviations from the specified sequences on the submittals.

K. Control System Demonstration and Acceptance: Provide a description of the proposed process, along with all reports and checklists to be used.

L. Clearly identify work by others in the submittal.

- M. Quantities of items submitted may be reviewed but are the responsibility of the Contractor to verify.
- N. Manufacturer^{TMTMs} Startup Report: Submit manufacturer^{TMTMs} startup report documenting equipment startup. StartUp report shall include Contractor^{TMTMs} field test reports.

1.5 DELIVERY STORAGE AND HANDLING

- A. Protect finished cabinets from physical damage by leaving factory packing cases in place before installation and providing temporary covers after installation.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data.
- B. Include manufacturer's descriptive literature, operating instructions, installation instructions, and maintenance and repair data.

1.7 WARRANTY

- A. Installing contractor shall perform tasks required by manufacturer to ensure maximum available warranty is achieved. This will include but is not limited to:
 - 1. System design performed by manufacturer certified designer.
 - 2. System installation performed by manufacturer certified installer.
 - 3. Complete system commissioning paperwork and submit to manufacturer.
- B. Provide minimum five (5) year manufacturer's parts warranty (one-year basic warranty plus four-year extended warranty) on all parts (excluding compressors) and one (1) year labor warranty.
- C. Provide minimum five (5) year manufacturer's compressor parts warranty.
- D. Contractor shall provide one (1) year parts and labor warranty on the associated controls system, including all devices, wiring, and programming.

1.8 DEMONSTRATION

- A. Engage manufacturer or factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain individual units and complete system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Daikin AC
- B. Panasonic/Sanyo
- C. LG

- D. Carrier/Toshiba
- E. Samsung
- F. Trane/Mitsubishi
- G. York/Hitachi
- H. Lennox
- I. GREE
- J. Or Engineer pre-approved equivalent

2.2 SYSTEM DESCRIPTION

- A. The variable capacity, heat pump air conditioning system shall be a variable refrigerant flow split system. The system shall consist of multiple evaporators using PID control and inverter driven heat pump unit. The unit shall consist of direct expansion (DX), air-source heat pump air conditioning system, and variable speed driven compressor multi zone split system.
- B. Air-Source Heat Pump Unit - General: The heat pump unit is designed specifically for use with the manufacturer's components:
 - 1. Refrigerant: R410A.
 - 2. The air-source heat pump unit shall be factory assembled and pre-wired with all necessary electronic and refrigerant control. The refrigeration circuit of the heat pump unit shall consist of a compressor, motors, fans, condenser coil, electronic expansion valves, oil separators, service ports, liquid receivers, and accumulators.
 - 3. All refrigerant lines shall be individually insulated between the heat pump and indoor units.
 - 4. The connection ratio of the nominal capacity of indoor units to heat pump unit shall be 50-130%.
 - 5. The sound pressure shall be no greater than 63 dBA at 4 feet from the heat pump unit at full load at fan height.
 - 6. The system shall automatically restart operation after a power failure and shall not cause any settings to be lost, thus eliminating the need for re-programming.
 - 7. The following safety devices shall be included on the heat pump unit: high pressure switch, control circuit fuses, crankcase heaters, fusible plug, high pressure switch, overload relay, inverter overload protector, thermal protectors for compressor and fan motors, over current protection for the inverter and anti-recycling timers. To ensure the liquid refrigerant does not flash when supplying to the various indoor units, the circuit shall be provided with a sub-cooling feature. Oil recovery cycle shall be automatic as required to maintain oil levels at the heat pump unit.
 - 8. The heat pump unit shall have air cooled heat exchange coils constructed from copper tubing with aluminum fins. The coils shall be capable of being divided into sections to enable the heat pump unit to match the capacity required by the indoor units and to allow individual defrosting to take place as required.
 - 9. The heat pump unit shall have at least one inverter controlled compressor, depending on scheduled capacity. The system shall use a control sequence to ensure that indoor loads are matched to the compressor capacity control.

10. The refrigeration process of the heat pump unit will be maintained by pressure and temperature sensors controlling solenoid valves, check valves, and bypass valves. The heating or cooling mode of the heat pump unit will be controlled using a combination of 2 and 3-way valves that shall reverse the cycle of the refrigerant to change the mode of the heat pump unit.
11. Unit Cabinet: The heat pump unit model shall be completely weatherproof and corrosion resistant. The heat pump unit shall be constructed from steel plate and treated with an anti-corrosive paint. Provide hail guards on all condenser coils and fans.
12. Fan:
 - a. The heat pump unit shall consist of propeller type, direct-drive fan motors that have multiple speed operation via a DC inverter.
 - b. The fans shall be a vertical discharge. The fan motors shall have inherent protection and permanently lubricated bearings.
 - c. The fans shall be provided with fan guards.
13. Condenser Coil: The condenser coil shall be manufactured from copper tubes expanded into aluminum fins to form a mechanical bond.
14. Compressor:
 - a. The variable speed compressor shall be capable of changing the speed to follow the variations in total cooling load as determined by the suction gas pressure as measured in the heat pump unit.
 - b. The inverter driven compressor in each heat pump unit shall be DC, hermetically sealed, scroll type.
 - c. The capacity control range shall be a minimum of 20% to 100% of total capacity.
 - d. Each compressor shall be equipped with a crankcase heater, high pressure safety switch, and internal thermal overload protector.
 - e. Oil separators shall be standard with the equipment, together with an oil balancing circuit.
 - f. The compressor shall be mounted to avoid the transmission of vibration.

C. Refrigerant Splitter Box:

1. Refrigerant splitter box is a generic term for the following manufacturer specific labels: Solenoid Valve Kits.
2. The unit shall be constructed from galvanized steel plate and be internally insulated with polyurethane foam. The connection to the system shall be either via brazed connection or flare nuts.
3. The unit shall be connected to the indoor units or group of indoor units via its own dedicated connection. This connection shall supply power and control signals to the solenoid valves in the unit.
4. The unit shall have integral controls and be factory assembled, wired, and piped.
5. The unit shall include an integral drain pan and condensate pump as required.
6. The unit electrical power shall be 208-230V/3-phase/60Hz or as noted on the drawings.
7. Provide unit with at least two (2) additional unused connections for future expansion and maintenance. Provide isolation valves and caps on unused connections.

D. Oil Recovery System:

1. System shall be equipped with an oil recovery system to ensure stable operation with long refrigerant piping.
2. System shall be designed for proper oil return to compressor, along with distribution of oil to individual compressor.

E. Indoor Units:

1. General – Each indoor unit shall have a heat exchanger that shall be constructed from copper tubing with aluminum fins. The flow of refrigerant through the heat exchanger shall be controlled by an electronic modulating expansion valve. This valve shall be controlled by internal temperature sensors and shall be capable of controlling the variable capacity of the indoor unit between at least 25% and 100%. The units shall be shipped from the factory fully charged with dehydrated air.
2. The indoor units shall be designed for installation within a conditioned space to be connected to an air-source heat pump air conditioning system.
3. Horizontal Air Handling Unit replacement coil:
 - a. The indoor unit shall be a floor standing horizontal air handling unit with ducted discharge.
 - b. Coils:
 - 1) Coils shall be of the direct expansion type, constructed from copper tubes expanded into aluminum fins to form a mechanical bond.
 - 2) The refrigerant connections shall be flare connections.
 - 3) New condensate piping shall be SCH 40 PVC with glued fittings.
 - 4) A thermistor shall be located on the liquid and gas line.

2.3 PIPING

A. Design Pressure: 450 psig.

1. Maximum Design Temperature: 250°F.

B. Type ACR Seamless Copper Tube Linesets; Braze Joints:

1. 1" and under.
2. Tubing: Type ACR seamless copper tube linesets, ASTM B1003. Sizes indicated are nominal designation.
3. Joints: Braze with silver solder.
4. Fittings: Wrought copper solder joint, ANSI B16.22.
5. Special Requirements: All tubing shall be cleaned, dehydrated, pressurized with dry nitrogen, plugged, and tagged by manufacturer "for refrigeration service". During brazing operations, continuously purge the interior of the pipe with nitrogen to prevent oxide formation.
6. Limitations:
 - a. Only sizes 1" and under.
 - b. For use above ceiling only. Do not use in exposed areas.

- C. Type ACR Hard Drawn Seamless Copper Tube; Dual Concentric Crimp Mechanical Press Connection:
1. 1-3/8" and under (Contractor's option).
 2. Tubing: Type ACR hard drawn seamless copper tube, ASTM B280. Sizes indicated are nominal designation.
 3. Joints: Dual concentric crimp band mechanical press connection.
 4. Fittings: Refrigerant Grade Copper in accordance with ASTM B75 or ASTM B743 with embedded HNBR O-ring.
 5. Manufacturers:
 - a. Rapid Locking System (RLS)
 - b. Conex Banninger
 - c. Parker Hannifin
 - d. MaxiPro ACR
 - e. Nibco ACR Press
 - f. Or Engineer pre-approved equivalent
- D. Insulation:
1. See specification section 23 07 19.

2.4 CONTROLS GENERAL

- A. The unit shall have controls provided with the unit by the manufacturer to perform input functions necessary to operate the system.
- B. Computerized PID control shall be used to maintain room temperature within 1°F of setpoint.
- C. The unit shall be equipped with a programmable drying cycle that dehumidifies while inhibiting changes in room temperature.

2.5 REMOVABLE FILTER SCREEN

- A. Description: Removable, washable cottonwood airborne matter screen compatible with equipment intake.
- B. Submittal: Filter screen shall be included by equipment manufacturer to ensure equipment airflow capacity is coordinated with screen.
- C. Filter Material: Flexible, UV resistant fine polyester screen.
- D. Fasteners: Commercial plastic/polyester twist lock fasteners fastened to equipment using self-tapping screws w/ bonded washer.
- E. Approved Manufacturers:
1. By Equipment Manufacturer
 2. Air Solution Company
 3. Or Engineer pre-approved equivalent

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- B. Install in accordance with manufacturer's instructions. Install all piping, fittings, and insulation to meet manufacturer's requirements. Install units level and plumb. Evaporator fan components shall be installed using manufacturer's standard mounting devices securely fastened to building structure. Install and connect refrigerant tubing and fittings.
- C. Installing contractor shall attend manufacturer sponsored training to obtain installation certification. Submit training certificates as noted in Part 1.
- D. Installer shall supply isolation ball valves for zoned refrigerant isolation. Installer shall supply isolation ball valves with Schrader connection for isolating refrigerant charge and evacuation at each connected indoor unit and heat pump unit. Isolation ball valves, with Schrader connection, are required for instances of indoor unit isolation for troubleshooting, repair, or replacement without affecting the remainder of the system. Isolation ball valves with Schrader connection are also required at heat pump unit connection to isolate unit for troubleshooting, repair, or replacement and as required to provide partial capacity heating/cooling in the instance of a failure of one of the multiple heat pump unit compressors.
- E. Insulate all refrigerant pipes between the heat pump and indoor units. This includes the liquid pipe, the suction pipe, the hot gas pipe, and the high/low pressure gas pipe. All fittings, valves, and specialty refrigerant components in the piping between the indoor and heat pump units shall also be insulated. The insulation shall have a continuous vapor barrier and shall pass through hangers and supports unbroken. All exterior insulated piping shall be painted with minimum of one (1) coat of UV resistant paint. Over size hangers and supports to allow the insulation to pass through unbroken. Following are the minimum insulation thicknesses unless noted otherwise in the manufacturer's literature or required by local AHJ:

1. IECC 2018:

a. Refrigerant Suction (40°F & Below):

- 1) Up to 1": 1/2"
- 2) 1" and up: 1"

b. Refrigerant Suction (41°F to 60°F):

- 1) Up to 1-1/2": 1/2"
- 2) 1-1/2" and up: 1"

c. Refrigerant Liquid:

- 1) Up to 1-1/2": 1"

- F. Engage manufacturer or factory-authorized service representative to perform startup service. Manufacturer shall provide on-site startup and commissioning assistance through job completion. Complete installation and startup checks according to manufacturer's written instructions.
- G. Fully charge system with refrigerant based on volume per manufacturer's requirements using actual field dimensions (not original design submittal). Installing Contractor must coordinate final pipe sizes and lengths, and equipment location, with manufacturer to determine exact fill volume.
- H. Field Quality Control:
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including connections, and to assist in field testing.
 - 2. Perform the following field tests and inspections, and prepare test reports:
 - a. Positive Pressure Leak Test: After installation, test for leaks by charging the system per manufacturer's airtight positive test criteria for a minimum of 24 hours. Repair leaks and retest until no leaks exist.
 - b. Negative Pressure Leak Test: After positive pressure leak test, evacuate the system with a vacuum pump per manufacturer's vacuum drying test criteria. The system shall maintain vacuum without pump operation or gauge movement for a minimum of 1 hour. If the gauge rises, the system may contain moisture or have leaks. Repair leaks and retest until no leaks exist.
 - c. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - d. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - e. Provide field test reports to manufacturer to include with manufacturer's startup report.
- I. Coordinate installation of units with architectural and electrical work.
- J. Verify locations of wall-mounted devices (such as thermostats, temperature and humidity sensors, and other exposed sensors) with drawings and room details before installation. Coordinate mounting heights to be consistent with other wall-mounted devices. Height above finished floor shall not exceed 48".
- K. Contractor is responsible for routing all condensate drains from all indoor equipment to a nearby floor drain or standpipe. If ceiling heights or space finish does not accommodate gravity drainage, Contractor is responsible for providing a condensate pump and all electrical work required.
- L. Contractor is responsible for installing VRF heat pump control system. Contractor shall coordinate with the Temperature Controls Contractor to determine extent of integration with building automation system (BAS). Equipment that is required to integrate the VRF heat pump system with the BAS is the responsibility of the VRF heat pump installing contractor. Final connections between VRF heat pump system and BAS shall be by the Temperature Controls Contractor.

- M. Maintain minimum clearances to all equipment. Maintain manufacturer's minimum maintenance, and airflow clearances and maintain minimum spaces about electrical equipment, whichever is greater.

1. 120V: 36" deep x 30" wide or the width of the panel whichever is wider.
2. 208V: 42" deep x 30" wide or the width of the panel whichever is wider.
3. 480V: 42" deep x 30" wide or the width of the panel whichever is wider.

3.2 JOINING OF PIPE

A. Brazed Joints:

1. Make up joints with brazing filler metal conforming to ANSI/AWS A5.8. Cut copper tubing ends perfectly square and remove all burrs inside and outside. Thoroughly clean sockets of fittings and ends of tubing to remove all oxide, dirt and grease just prior to brazing. Apply flux evenly, but sparingly, to all surfaces to be joined. Brazing filler metal with a flux coating may also be used. Heat joints uniformly to proper brazing temperature so braze filler metal flows to all mated surfaces. Wipe excess braze filler metal, leaving a uniform fillet around cup of fitting.
2. Flux shall conform to ANSI/AWS A5.31.
3. Remove composition discs and all seals during brazing if not suitable for a minimum of 840°F (or greater than the melting temperature of the brazing filler metal, whichever is greater).

B. Mechanical Press Connection:

1. Copper press fitting shall be made in accordance with the manufacturer's installation instructions.
2. Examination: Upon delivery to the jobsite, examine copper tubing and fittings for debris, defects, incise marks (manufacturer's engraving on tube), holes, or cracks.
3. Fully insert tubing into the fitting and mark tubing.
4. Prior to making connection, the fitting alignment shall be checked against the mark made on the tube to ensure the tubing is fully engaged in the fitting.
5. Joint shall be pressed with a tool approved by the manufacturer.
6. Installers shall be trained by manufacturer personnel or representative. Provide documentation upon request.

3.3 REFRIGERANT PIPING SUPPORTS AND ANCHORS

- A. Horizontal Supports: Spacing of hangers shall not exceed the compressive strength of the insulation inserts, and in no case shall exceed the following:

1. Type ACR Hard Drawn Seamless Copper Tube (Liquid Service):
 - a. Maximum Spacing:
 - 1) 3/4" and under: 5'-0"
 - 2) 1": 6'-0"
 - 3) 1-1/4": 6'-0"

2. Type ACR Hard Drawn Seamless Copper Tube (Vapor Service):

a. Maximum Spacing:

- 1) 3/4" & under: 6'-0"
- 2) 1": 6'-0"
- 3) 1-1/4": 6'-0"

3. ACR Seamless Copper Tube Linesets:

- a. Hangers shall be spaced based on the piping system manufacturer's instructions or, if no system instructions are available, space hangers at 4'-0" maximum centers.

B. Install piping support within 2 feet of equipment connections.

END OF SECTION

SECTION 23 82 16 - AIR COILS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Refrigerant Coils.

1.2 REFERENCES

- A. ANSI/AHRI 410 - Forced-Circulation Air Cooling and Air Heating Coils.
- B. SMACNA - HVAC Duct Construction Standards, Metal and Flexible.

1.3 SUBMITTALS

- A. Submit shop drawings under provisions of Section 23 05 00.
- B. Submit shop drawings indicating coil and frame configurations, dimensions, materials, rows, connections, and rough-in dimensions.
- C. Submit manufacturer's installation instructions.
- D. Submit manufacturer's data showing that coil capacities, pressure drops, and selection procedures meet or exceed specified requirements.
- E. Submit electrical power/controls wiring diagrams and product data indicating general assembly, components, safety controls, and service connections.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect coil fins from crushing and bending by leaving in shipping cases until installation, and by storing indoors.
- B. Protect coils from entry of dirt and debris with pipe caps or plugs.
- C. Protect coolers from dirt and debris.

PART 2 - PRODUCTS

2.1 DIRECT EXPANSION COILS

- A. Extended surface type with seamless copper tubes and continuous plate aluminum fins.
- B. Galvanized steel casing.

- C. Suitable for 250 psig operation. Maximum air velocity of 550 fpm.
- D. AHRI rated for direct expansion use with refrigerants specified on drawings. The use of any chlorofluorocarbon (CFC)-based refrigerants is prohibited.
- E. Coils shall be sized based on saturated suction temperature, EAT and cfm as scheduled. The leaving DB, leaving WB and APD shall not exceed the scheduled values.
- F. Manufacturers:
 - 1. Daikin
 - 2. Trane
 - 3. York
 - 4. Heatcraft
 - 5. Coilmaster
 - 6. Or Engineer pre-approved equivalent

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General Installation Requirements:
 - 1. Install coils in accordance with manufacturer's instructions. Pipe coils with air flow and water flow in opposite directions (counter flow).
 - 2. Protect coils to prevent damage to fins and flanges.
 - 3. Make connections to coils with offsets and unions or flanges to allow coil to be removed without disturbing valves.
 - 4. Comb all coils to repair bent fins.
- B. AHU Coil:
 - 1. For custom air handling units, support coil sections independent of piping on galvanized steel channel or double angle frames and secure to casings. Provide frames for maximum three coil sections. Arrange supports to avoid piercing drain pans. Provide airtight seal between coil and duct or casing.
 - 2. Insulate headers located outside airflow as specified for piping.

C. Cooling Coil:

1. Provide drain pan and drain connection for all cooling coils. Fabricate drain pan from 20 gauge galvanized steel. Install a drain pan under each cooling coil per ASHRAE 62.1. Extend drain pans the entire width of each coil, including piping and header if in the air stream, and from the upstream face of each coil to a distance $\frac{1}{2}$ of the vertical coil height downstream from the downstream face. Pitch drain pans in two directions towards the outlet, with a slope of at least $\frac{1}{8}$ " per foot. Pipe drain pans individually to floor drain. Extend drain pan under header. Insulate all exterior surfaces of the drain pan in contact with the airstream with $\frac{1}{2}$ " elastomeric foam insulation with all seams sealed air tight.

END OF SECTION

SECTION 26 05 00 - BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements applicable to all Division 26 Sections. Also refer to Division 1 - General Requirements. This section is also applicable to Interior Communications Pathways Section 27 05 28. This section is also applicable to Fire Alarm and Detection Systems Section 28 31 00.
- B. All materials and installation methods shall conform to the applicable standards, guidelines and codes referenced herein and within each specification section.

1.2 REFERENCES

- A. NFPA 70 - National Electrical Code (NEC)

1.3 SCOPE OF WORK

- A. This Specification and the associated drawings govern furnishing, installing, testing and placing into satisfactory operation the Electrical Systems.
- B. The Contractor shall furnish and install all new materials as indicated on the drawings, and/or in these specifications, and all items required to make the portion of the Electrical Work a finished and working system.
- C. All work will be awarded under a single General Contract. The division of work listed below is for the Contractor's convenience and lists normal breakdown of the work.
- D. Description of Systems shall be as follows:
 - 1. Electrical power system to and including equipment, motors, devices, etc.
 - 2. Grounding system.
 - 3. Rescue assistance communication system.
 - 4. Wiring of equipment furnished by others.
 - 5. Removal work and/or relocation and reuse of existing systems and equipment.
 - 6. Furnish and install firestopping systems for penetrations of fire-rated construction associated with this Contractor's work.

1.4 DIVISION OF WORK BETWEEN MECHANICAL, ELECTRICAL, and CONTROL CONTRACTORS

- A. Division of work is the responsibility of the Prime Contractor. Any scope of work described at any location on the contract document shall be sufficient for including said requirement in the project. The Prime Contractor shall be solely responsible for determining the appropriate subcontractor for the described scope. In no case shall the project be assessed an additional cost for scope that is described on the contract documents on bid day. The following division of responsibility is a guideline based on typical industry practice.

B. Definitions:

1. "Mechanical Contractors" refers to the Contractors listed in Division 21/22/23 of this Specification.
2. "Technology Contractors" refers to the Contractors furnishing and installing systems listed in Division 27/28 of this Specification.
3. Motor Power Wiring: The single phase or 3 phase wiring extending from the power source (transformer, panelboard, feeder circuits, etc.) through disconnect switches and motor controllers to, and including the connections to the terminals of the motor.
4. Motor Control Wiring: The wiring associated with the remote operation of the magnetic coils of magnetic motor starters or relays, or the wiring that permits direct cycling of motors by means of devices in series with the motor power wiring. In the latter case, the devices are usually single phase, have "Manual-Off-Auto" provisions, and are usually connected into the motor power wiring through a manual motor starter.
5. Control devices such as start-stop push buttons, thermostats, pressure switches, flow switches, relays, etc., generally represent the types of equipment associated with motor control wiring.
6. Motor control wiring is single phase and usually 120 volts. In some instances, the voltage will be the same as the motor power wiring. When the motor power wiring exceeds 120 volts, a control transformer is usually used to give a control voltage of 120 volts.
7. Temperature Control Wiring: The wiring associated with the operation of a motorized damper, solenoid valve or motorized valve, etc., either modulating or two-position, as opposed to wiring that directly powers or controls a motor used to drive equipment such as fans, pumps, etc. This wiring will be from a 120-volt source and may continue as 120 volt, or be reduced in voltage (24 volt), in which case a control transformer shall be furnished as part of the temperature control wiring.
8. Control Motor: An electric device used to operate dampers, valves, etc. It may be two-position or modulating. Conventional characteristics of such a motor are 24 volts, 60 cycles, 1 phase, although other voltages may be encountered.
9. Low Voltage Technology Wiring: The wiring associated with the technology systems, used for analog or digital signals between equipment.

C. General:

1. The purpose of these Specifications is to outline the Electrical and Mechanical Contractors' responsibilities related to electrical work required for items such as temperature controls, mechanical equipment, fans, chillers, compressors, etc. The exact wiring requirements for much of the equipment cannot be determined until the systems have been selected and submittals approved. Therefore, the electrical drawings show only known wiring related to such items. All wiring not shown on the electrical drawings, but required for mechanical systems, is the responsibility of the Mechanical Contractor.
2. Where the drawings require the Electrical Contractor to wire between equipment furnished by the Mechanical Contractor, such wiring shall terminate at terminals provided in the equipment. The Mechanical Contractor shall furnish complete wiring diagrams and supervision to the Electrical Contractor and designate the terminal numbers for correct wiring.
3. Control low (24V) and control line (120V) voltage wiring, conduit, and related switches and relays required for the automatic control and/or interlock of motors and equipment, including final connection, are to be furnished and installed under Divisions 21, 22 and 23. Materials and installation to conform to Class 1 or 2 requirements.

4. The Electrical Contractor shall establish electrical utility elevations prior to fabrication and installation. The Electrical Contractor shall coordinate utility elevations with other trades. When a conflict arises, priority shall be as follows:
 - a. Luminaires.
 - b. Gravity flow piping, including steam and condensate.
 - c. Electrical bus duct.
 - d. Sheet metal.
 - e. Cable trays, including access space.
 - f. Other piping.
 - g. Conduits and wireway.

D. Mechanical Contractor's Responsibility:

1. Assumes responsibility for internal wiring of all equipment furnished by the Mechanical Contractor.
2. Assumes all responsibility for miscellaneous items furnished by the Mechanical Contractor that require wiring but are not shown on the electrical drawings or specified in the Electrical Specification. If items such as relays, flow switches, or interlocks are required to make the mechanical system function correctly or are required by the manufacturer, they are the responsibility of the Mechanical Contractor.
3. Assumes all responsibility for Temperature Control wiring, if the Temperature Control Contractor is a Subcontractor to the Mechanical Contractor.
4. This Contractor is responsible for coordination of utilities with all other Contractors. If any field coordination conflicts are found, the Contractor shall coordinate with other Contractors to determine a viable layout.

E. Temperature Control Contractor's or Subcontractor's Responsibility:

1. Wiring of all devices needed to make the Temperature Control System functional.
2. Verifying any control wiring on the electrical drawings as being by the Electrical Contractor. All wiring required for the Control System, but not shown on the electrical drawings, is the responsibility of the Temperature Control Contractor or Subcontractor.
3. Coordinating equipment locations (such as PE's, EP's, relays, transformers, etc.) with the Electrical Contractor, where wiring of the equipment is by the Electrical Contractor.

F. Electrical Contractor's Responsibility:

1. Furnishes and installs all combination starters, manual starters and disconnect devices shown on the Electrical Drawings or indicated to be by the Electrical Contractor in the Mechanical Drawings or Specifications.
2. Installs and wires all remote-control devices furnished by the Mechanical Contractor or Temperature Control Contractor when so noted on the Electrical Drawings.
3. Furnishes and installs motor control and temperature control wiring, when noted on the drawings.
4. Furnishes, installs, and connects all relays, etc., for automatic shutdown of certain mechanical equipment (supply fans, exhaust fans, etc.) upon actuation of the Fire Alarm System.
5. This Contractor is responsible for coordination of utilities with all other Contractors. If any field coordination conflicts are found, the Contractor shall coordinate with other Contractors to determine a viable layout.

1.5 QUALITY ASSURANCE

A. Contractor's Responsibility Prior to Submitting Pricing/Bid Data:

1. The Contractor is responsible for constructing complete and operating systems. The Contractor acknowledges and understands that the Contract Documents are a two-dimensional representation of a three-dimensional object, subject to human interpretation. This representation may include imperfect data, interpreted codes, utility guides, three-dimensional conflicts, and required field coordination items. Such deficiencies can be corrected when identified prior to ordering material and starting installation. The Contractor agrees to carefully study and compare the individual Contract Documents and report at once in writing to the engineer any deficiencies the Contractor may discover. The Contractor further agrees to require each subcontractor to likewise study the documents and report at once any deficiencies discovered.
2. The Contractor shall resolve all reported deficiencies with the Engineer prior to awarding any subcontracts, ordering material, or starting any work with the Contractor's own employees. Any work performed prior to receipt of instructions from the Engineer will be done at the Contractor's risk.

B. Qualifications:

1. Only products of reputable manufacturers as determined by the Architect/Engineer are acceptable.
2. All Contractors and subcontractors shall employ only workmen who are skilled in their trades. At all times, the number of apprentices at the job site shall be less than or equal to the number of journeymen at the job site.

C. Compliance with Codes, Laws, Ordinances:

1. Conform to all requirements of the State of Iowa Codes, Laws, Ordinances and other regulations having jurisdiction.
2. If there is a discrepancy between the codes and regulations and these specifications, the Engineer shall determine the method or equipment used.
3. If the Contractor notes, at the time of bidding, that any parts of the drawings or specifications do not comply with the codes or regulations, Contractor shall inform the Engineer in writing, requesting a clarification. If there is insufficient time for this procedure, Contractor shall submit with the proposal a separate price to make the system comply with the codes and regulations.
4. All changes to the system made after the letting of the contract to comply with codes or the requirements of the Inspector, shall be made by the Contractor without cost to the Owner.
5. If there is a discrepancy between manufacturer's recommendations and these specifications, the manufacturer's recommendations shall govern.
6. If there are no local codes having jurisdiction, the current issue of the National Electrical Code shall be followed.

D. Permits, Fees, Taxes, Inspections:

1. Procure all applicable permits and licenses.

2. Abide by all laws, regulations, ordinances, and other rules of the State or Political Subdivision where the work is done, or as required by any duly constituted public authority.
3. Pay all charges for permits or licenses.
4. Pay all fees and taxes imposed by State, Municipal, and other regulatory bodies.
5. Pay all charges arising out of required inspections by an authorized body.
6. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.
7. Where applicable, all fixtures, equipment and materials shall be listed by Underwriter's Laboratories, Inc. or a nationally recognized testing organization.

E. Examination of Drawings:

1. The drawings for the electrical work are completely diagrammatic, intended to convey the scope of the work and to indicate the general arrangements and locations of equipment, outlets, etc., and the approximate sizes of equipment.
2. Contractor shall determine the exact locations of equipment and rough-ins, and the exact routing of raceways to best fit the layout of the job. Conduit entry points for electrical equipment including, but not limited to, panelboards, switchboards, switchgear and unit substations, shall be determined by the Contractor unless noted in the contract documents.
3. Scaling of the drawings will not be sufficient or accurate for determining these locations.
4. Where job conditions require reasonable changes in arrangements and locations, such changes shall be made by the Contractor at no additional cost to the Owner.
5. Because of the scale of the drawings, certain basic items, such as junction boxes, pull boxes, conduit fittings, etc., may not be shown, but where required by other sections of the specifications or required for proper installation of the work, such items shall be furnished and installed.
6. If an item is either shown on the drawings or called for in the specifications, it shall be included in this contract.
7. The Contractor shall determine quantities and quality of material and equipment required from the documents. Where discrepancies arise between drawings, schedules and/or specifications, the greater and better-quality number shall govern.
8. Where used in electrical documents the word "furnish" shall mean supply for use, the word "install" shall mean connect up complete and ready for operation, and the word "provide" shall mean to supply for use and connect up complete and ready for operation.
9. Any item listed as furnished shall also be installed unless otherwise noted.
10. Any item listed as installed shall also be furnished unless otherwise noted.

F. Electronic Media/Files:

1. Construction drawings for this project have been prepared utilizing Revit.
2. Contractors and Subcontractors may request electronic media files of the contract drawings and/or copies of the specifications. Specifications will be provided in PDF format.
3. Upon request for electronic media, the Contractor shall complete and return a signed "Electronic File Transmittal" form provided by IMEG.
4. If the information requested includes floor plans prepared by others, the Contractor will be responsible for obtaining approval from the appropriate Design Professional for use of that part of the document.

5. The electronic contract documents can be used for preparation of shop drawings and as-built drawings only. The information may not be used in whole or in part for any other project.
6. The drawings prepared by IMEG for bidding purposes may not be used directly for ductwork layout drawings or coordination drawings.
7. The use of these CAD documents by the Contractor does not relieve them from their responsibility for coordination of work with other trades and verification of space available for the installation.
8. The information is provided to expedite the project and assist the Contractor with no guarantee by IMEG as to the accuracy or correctness of the information provided. IMEG accepts no responsibility or liability for the Contractor's use of these documents.

G. Field Measurements:

1. Verify all pertinent dimensions at the job site before ordering any conduit, conductors, wireways, bus duct, fittings, etc.

1.6 SUBMITTALS

- A. Submittals shall be required for the following items, and for additional items where required elsewhere in the specifications or on the drawings.

1. Submittals list:

Referenced Specification Section	Submittal Item
26 27 26	Wiring Devices
26 28 16	Disconnect Switches

1.7 PRODUCT DELIVERY, STORAGE, HANDLING and MAINTENANCE

- A. Exercise care in transporting and handling to avoid damage to materials. Store materials on the site to prevent damage.
- B. Protect equipment, components, and openings with airtight covers and exercise care at every stage of storage, handling, and installation of equipment to prevent airborne dust and dirt from entering or fouling equipment to include, but not limited to:
1. Distribution equipment - branch panels, distribution panels, switchboards, motor control centers, etc.
 2. Variable frequency drives.
 3. Electronic equipment, UPS, harmonic filters, power factor correction.
- C. Equipment and components that are visibly damaged or have been subject to environmental conditions prior to building turnover to Owner that could shorten the life of the component (for example, water damage, humidity, dust and debris, excessive hot or cold storage location, etc.) shall be repaired or replaced with new equipment or components without additional cost to the building owner.

- D. Keep all materials clean, dry and free from damaging environments.
- E. Coordinate the installation of heavy and large equipment with the Construction Manager and/or Owner. If the Electrical Contractor does not have prior documented experience in rigging and lifting similar equipment, he/she shall contract with a qualified lifting and rigging service that has similar documented experience. Follow all equipment lifting and support guidelines for handling and moving.
- F. Contractor is responsible for moving equipment into the building and/or site. Contractor shall review site prior to bid for path locations and any required building modifications to allow movement of equipment. Contractor shall coordinate the work with other trades.

1.8 WARRANTY

- A. Provide one-year warranty for all fixtures, equipment, materials, and workmanship.
- B. The warranty period for all work in this specification Division shall commence on the date of Substantial Completion or successful system performance whichever occurs later. The warranty may also commence if a whole or partial system or any separate piece of equipment or component is put into use for the benefit of any party other than the installing contractor with prior written authorization of the Owner. In this instance, the warranty period shall commence on the date when such whole system, partial system or separate piece of equipment or component is placed in operation and accepted in writing by the Owner.
- C. Warranty requirements extend to correction, without cost to the Owner, of all work found to be defective or nonconforming to the contract documents. The Contractor shall bear the cost of correcting all damage due to defects or nonconformance with contract documents excluding repairs required as a result of improper maintenance or operation, or of normal wear as determined by the Architect/Engineer.

1.9 INSURANCE

- A. This Contractor shall maintain insurance coverage as set forth in the Consensus Docs 802.

1.10 MATERIAL SUBSTITUTION

- A. Where several manufacturers' names are given, the manufacturer for which a catalog number is given is the basis for job design and establishes the quality.
- B. Equivalent equipment manufactured by the other listed manufacturers may be used with prior approval from the engineer. Contractor shall ensure that all items submitted by these other manufacturers meet all requirements of the drawings and specifications and fits in the allocated space. When using other listed manufacturers, the Contractor shall assume responsibility for any and all modifications necessary (including, but not limited to structural supports, electrical connections and rough-in, and regulatory agency approval, etc.) and coordinate such with other contractors. The Architect/Engineer shall make the final determination of whether a product is equivalent.

- C. Any material, article or equipment of other unnamed manufacturers which will adequately perform the services and duties imposed by the design and is of a quality equal to or better than the material, article or equipment identified by the drawings and specifications may be used if approval is secured in writing from the Architect/Engineer via addendum. The Contractor assumes all costs incurred as a result of using the offered material, article or equipment, on the Contractors part or on the part of other Contractors whose work is affected.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All items of material having a similar function (e.g., safety switches, panelboards, switchboards, contactors, motor starters, dry type transformers) shall be of the same manufacturer unless specifically stated otherwise on drawings or elsewhere in specifications.

PART 3 - EXECUTION

3.1 JOBSITE SAFETY

3.2 PROJECT CLOSEOUT

- A. The following paragraphs supplement the requirements of Division 1.
- B. Final Jobsite Observation:
 - 1. To prevent the Final Jobsite Observation from occurring too early, the Contractor shall review the completion status of the project and certify that the job is ready for the final jobsite observation.
 - 2. Attached to the end of this section is a typical list of items that represent the degree of job completeness expected prior to requesting a review. The Contractor shall sign the attached certification and return it to the Architect/Engineer so that the final observation can be scheduled.
 - 3. It is understood that if the Architect/Engineer finds the job not ready for the final observation and additional trips and observations are required to bring the project to completion, the cost of the additional time and expenses incurred by the Architect/Engineer will be deducted from the Contractor's final payment.
 - 4. Contractor shall notify Architect/Engineer 72 hours prior to installation of ceilings or lay-in ceiling tiles.
- C. The following must be submitted before Architect/Engineer recommends final payment:
 - 1. Operation and maintenance manuals with copies of approved shop drawings.
 - 2. Record documents including marked-up or reproducible drawings and specifications.
 - 3. A report documenting the instructions given to the Owner's representatives complete with the number of hours spent in the instruction. The report shall bear the signature of an authorized agent of this Contractor and shall be signed by the Owner's representatives.
 - 4. Provide spare parts, maintenance, and extra materials in quantities specified in individual specification sections. Deliver to project site and place in location as directed and submit receipt to Architect/Engineer.

5. Inspection and testing report by the fire alarm system manufacturer.
6. Start-up reports on all equipment requiring a factory installation or start-up.

D. Circuit Directories:

1. Provide custom typed circuit directory for each branch circuit panelboard. Provide updated custom typed circuit directory for each existing branch circuit panelboard with new or revised circuits per the scope of work. Label shall include equipment name or final approved room name, room number, and load type for each circuit (examples: SUMP SP-1 or ROOM 101 RECEIPT). Revise directory to reflect circuit changes required to balance phase loads. Printed copies of the bid document panel schedules are not acceptable as circuit directories.

3.3 OPERATION AND MAINTENANCE MANUALS

A. General:

1. Provide an electronic copy of the O&M manuals as described below for Architect/Engineer's review and approval. The electronic copy shall be corrected as required to address the Architect/Engineer's comments. Once corrected, electronic copies and paper copies shall be distributed as directed by the Architect/Engineer.
2. Approved O&M manuals shall be completed and in the Owner's possession prior to Owner's acceptance and at least 10 days prior to instruction of operating personnel.

B. Electronic Submittal Procedures:

1. Distribution: Email the O&M manual as attachments to all parties designated by the Architect/Engineer.
2. Transmittals: Each submittal shall include an individual electronic letter of transmittal.
3. Format: Electronic submittals shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable. Submittals that are not legible will be rejected. Do not set any permission restrictions on files; protected, locked, or secured documents will be rejected.
4. File Names: Electronic submittal file names shall include the relevant specification section number followed by a description of the item submitted, as follows. Where possible, include the transmittal as the first page of the PDF instead of using multiple electronic files.
 - a. O&M file name: O&M.div26.contractor.YYYYMMDD
 - b. Transmittal file name: O&Mtransmittal.div26.contractor.YYYYMMDD
5. File Size: Files shall be transmitted via a pre-approved method. Larger files may require an alternative transfer method, which shall also be pre-approved.
6. Provide the Owner with an approved copy of the O&M manual on compact discs (CD), digital video discs (DVD), or flash drives with a permanently affixed label, printed with the title "Operation and Maintenance Instructions", title of the project and subject matter of disc/flash drive when multiple disc/flash drives are required.
7. All text shall be searchable.

8. Bookmarks shall be used, dividing information first by specification section, then systems, major equipment and finally individual items. All bookmark titles shall include the nomenclature used in the construction documents and shall be an active link to the first page of the section being referenced.

C. Operation and Maintenance Instructions shall include:

1. Title Page: Include title page with project title, Architect, Engineer, Contractor, all subcontractors, and major equipment suppliers, with addresses, telephone numbers, website addresses, email addresses and point of contacts. Website URLs and email addresses shall be active links in the electronic submittal.
2. Table of Contents: Include a table of contents describing specification section, systems, major equipment, and individual items.
3. Copies of all final approved shop drawings and submittals. Include Architect's/Engineer's shop drawing review comments. Insert the individual shop drawing directly after the Operation and Maintenance information for the item(s) in the review form.
4. Copies of all factory inspections and/or equipment startup reports.
5. Copies of warranties.
6. Schematic wiring diagrams of the equipment that have been updated for field conditions. Field wiring shall have label numbers to match drawings.
7. Dimensional drawings of equipment.
8. Detailed parts lists with lists of suppliers.
9. Operating procedures for each system.
10. Maintenance schedule and procedures. Include a chart listing maintenance requirements and frequency.
11. Repair procedures for major components.
12. Replacement parts and service material requirements for each system and the frequency of service required.
13. Instruction books, cards, and manuals furnished with the equipment.
14. Include record drawings of the one-line diagrams for each major system. The graphic for each piece of equipment shown on the one-line diagram shall be an active link to its associated Operation & Maintenance data.
15. Copies of all panel schedules in electronic Microsoft Excel spreadsheet (.xlsx) file. Each panelboard shall be a separate tab in the workbook.

3.4 RECORD DOCUMENTS

- A. The following paragraphs supplement Division 1 requirements.
- B. Maintain at the job site a separate and complete set of electrical drawings and specifications with all changes made to the systems clearly and permanently marked in complete detail.
- C. Mark drawings and specifications to indicate approved substitutions; Change Orders, and actual equipment and materials used. All Change Orders, RFI responses, Clarifications and other supplemental instructions shall be marked on the documents. Record documents that merely reference the existence of the above items are not acceptable. Should this Contractor fail to complete Record Documents as required by this contract, this Contractor shall reimburse Architect/Engineer for all costs to develop record documents that comply with this requirement. Reimbursement shall be made at the Architect/Engineer's hourly rates in effect at the time of work.

- D. Record changes daily and keep the marked drawings available for the Architect/Engineer's examination at any normal work time.
- E. Upon completing the job, and before final payment is made, give the marked-up drawings to the Architect/Engineer.
- F. Record actual routing of conduits exceeding 2 inches.

3.5 ADJUST AND CLEAN

- A. Thoroughly clean all equipment and systems prior to the Owner's final acceptance of the project.
- B. Clean all foreign paint, grease, oil, dirt, labels, stickers, etc. from all equipment.
- C. Remove all rubbish, debris, etc., accumulated during construction from the premises.

3.6 SPECIAL REQUIREMENTS

- A. Coordinate the installation of all equipment, controls, devices, etc., with other trades to maintain clear access area for servicing.
- B. Install all equipment to maximize access to parts needing service or maintenance. Review the final location, placement, and orientation of equipment with the Owner's representative prior to setting equipment.
- C. Installation of equipment or devices without regard to coordination of access requirements and confirmation with the Owner's representative will result in removal and reinstallation of the equipment at the Contractor's expense.
- D. Raceway and Cable Routing Restrictions: Raceways and cable are restricted from being routed in the following locations, unless serving the space or permitted by the authority having jurisdiction.
 - 1. Elevator machine rooms and hoistways.
 - 2. Exit enclosures.
 - 3. Other areas restricted by code.
 - 4. Technology, data, server rooms.
 - 5. Fire pump and sprinkler rooms.
 - 6. Normal power in emergency power equipment rooms: Limited to feeders and branch circuits serving the emergency power equipment located in the room.
 - 7. Emergency power in normal power equipment rooms: Limited to feeders and branch circuits serving the normal power equipment located in the room.

3.7 INDOOR AIR QUALITY (IAQ) MAINTENANCE FOR OCCUPIED FACILITIES UNDER CONSTRUCTION

- A. Within the Limits of Construction:
 - 1. The Electrical Contractor shall coordinate all work with the contractor responsible for IAQ.

2. The means, methods and materials used by the Electrical Contractor shall be coordinated with the contractor responsible for IAQ and shall comply with the IAQ requirements set forth in Division 1 and Division 23 of these specifications.
- B. Outside the Limits of Construction:
1. IAQ shall be the responsibility of the electrical contractor for work that is required outside the limits of construction.
 2. The Electrical Contractor is responsible for the IAQ set forth in Division 1 and Division 23 of these specifications.
 3. The Electrical Contractor shall review and coordinate all IAQ plans and procedures with the owner's IAQ representative.
- C. Contractors shall make all reasonable efforts to prevent construction activities from affecting the air quality of the occupied areas of the building or outdoor areas near the building. These measures shall include, but not be limited to:
1. Construction Manager shall erect and maintain dust barriers throughout the construction work. These barriers shall be reasonably airtight and shall prevent entry into the construction zone by unauthorized persons. Reasonably airtight means construction equivalent to full-height temporary or permanent walls with joints taped or sealed, and shafts and other penetrations sealed as well as possible. Fire resistant polyethylene is acceptable; if flame spread/smoke developed ratings are demonstrated to conform to the applicable building codes and licensing acts.
 2. All contractors shall endeavor to minimize the amount of contaminants generated during construction. Methods to be employed shall include, but not be limited to:
 - a. Minimizing the amount of dust generated.
 - b. Reducing solvent fumes and VOC emissions.
 - c. Maintain good housekeeping practices, including sweeping and periodic dust and debris removal. There should be no visible haze in the air.
 3. Request that the Owner designate an IAQ representative.
 4. Review and receive approval from the Owner's IAQ representative for all IAQ-related construction activities and negative pressure containment plans.
 5. Inform the IAQ representative of all conditions that could adversely impact IAQ, including operations that will produce higher than normal dust production or odors.
 6. Schedule activities that may cause IAQ conditions that are not acceptable to the Owner's IAQ representative during unoccupied periods.
 7. Request copies of and follow all Owner's IAQ and infection control policies.
 8. Unless no other access is possible, the entrance to construction site shall not be through the existing facility.
 9. To minimize growth of infectious organisms, do not permit damp areas in or near the construction area to remain for over 24 hours.
 10. In addition to the criteria above, provide measures as recommended in the SMACNA "IAQ Guidelines for Occupied Buildings under Construction".

3.8 SYSTEM STARTING AND ADJUSTING

- A. The electrical systems shall be complete and operating. System startup, testing, adjusting, and balancing to obtain satisfactory system performance is the responsibility of the Contractor. This includes all calibration and adjustment of electrical controls, balancing of loads, troubleshooting and verification of software, and final adjustments that may be needed.
- B. Complete all manufacturer-recommended startup procedures and checklists to verify proper equipment operation and does not pose a danger to personnel or property.
- C. All operating conditions and control sequences shall be tested during the start-up period. Testing all interlocks, safety shut-downs, controls, and alarms.
- D. The Contractor, subcontractors, and equipment suppliers shall have skilled technicians to ensure that all systems perform properly. If the Architect/Engineer is requested to visit the job site for trouble shooting, assisting in start-up, obtaining satisfactory equipment operation, resolving installation and/or workmanship problems, equipment substitution issues or unsatisfactory system performance, including call backs during the warranty period, through no fault of the design; the Contractor shall reimburse the Owner on a time and materials basis for services rendered at the Architect/Engineer's standard hourly rates in effect when the services are requested. The Contractor shall pay the Owner for services required that are product, installation or workmanship related. Payment is due within 30 days after services are rendered.

3.9 FIELD QUALITY CONTROL

- A. General:
 - 1. Conduct all tests required during and after construction. Submit test results in NETA format, or equivalent form, that shows the test equipment used, calibration date, tester's name, ambient test conditions, humidity, conductor length, and results corrected to 40°C.
 - 2. Supply necessary instruments, meters, etc., for the tests. Supply competent technicians with training in the proper testing techniques.
 - 3. All cables and wires shall be tested for shorts and grounds following installation and connection to devices. Replace shorted or grounded wires and cables.
 - 4. Any wiring device, electrical apparatus or luminaire, if grounded or shorted on any integral "live" part, shall have all defective parts or materials replaced.
 - 5. Test cable insulation of service and panel feeder conductors for proper insulation values. Tests shall include the cable, all splices, and all terminations. Each conductor shall be tested and shall test free of short circuits and grounds and have an insulation value not less than Electrical Code Standards. Take readings between conductors, and between conductors and ground.
 - 6. If the results obtained in the tests are not satisfactory, make adjustments, replacements, and changes as needed. Then repeat the tests, and make additional tests, as the Architect/Engineer or authority having jurisdiction deems necessary.

B. Other Equipment:

1. Give other equipment furnished and installed by the Contractor all standard tests normally made to assure that the equipment is electrically sound, all connections properly made, phase rotation correct, fuses and thermal elements suitable for protection against overloads, voltage complies with equipment nameplate rating, and full load amperes are within equipment rating.
- C. If any test results are not satisfactory, make adjustments, replacements and changes as needed and repeat the tests and make additional tests as the Architect/Engineer or authority having jurisdiction deem necessary.
- D. Report shall include color printouts, in binder, of pictures taken to use as a baseline reading after building is occupied.

READINESS CERTIFICATION PRIOR TO FINAL JOBSITE OBSERVATION

To prevent the final job observation from occurring too early, we require that the Contractor review the completion status of the project and, by copy of this document, certify that the job is indeed ready for the final job observation. The following is a typical list of items that represent the degree of job completeness expected prior to your requesting a final job observation.

1. Penetrations of fire-rated construction fire sealed in accordance with specifications.
2. Electrical panels have typed circuit identification.
3. Smoke and fire/smoke dampers are wired and have been tested.
4. Operation and Maintenance manuals have been submitted as per Section 26 05 00.
5. Bound copies of approved shop drawings have been submitted as per Section 26 05 00.
6. Report of instruction of Owner's representative has been submitted as per Section 26 05 00.
7. Start-up reports from factory representative have been submitted as per Section 26 05 00.

Accepted by:

Prime Contractor _____

By _____ Date _____

Upon Contractor certification that the project is complete and ready for a final job observation, we require the Contractor to sign this agreement and return it to the Architect/Engineer so that the final observation can be scheduled.

It is understood that if the Architect/Engineer finds the job not ready for the final observation and that additional trips and observations are required to bring the project to completion, the costs incurred by the Architect/Engineers for additional time and expenses will be deducted from the Contractor's contract retainage prior to final payment at the completion of the job.

END OF SECTION

SECTION 26 05 05 - ELECTRICAL DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Electrical demolition

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work shall be as specified in individual Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. THE DRAWINGS ARE INTENDED TO INDICATE THE SCOPE OF WORK REQUIRED AND DO NOT INDICATE EVERY BOX, CONDUIT, OR WIRE THAT MUST BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID AND VERIFY EXISTING CONDITIONS.
- B. Where walls, ceilings, structures, etc., are indicated as being removed on general or electrical drawings, the Contractor shall be responsible for the removal of all electrical equipment, devices, fixtures, raceways, wiring, systems, etc., from the removed area.
- C. Where ceilings, walls, structures, etc., are temporarily removed and replaced by others, this Contractor shall be responsible for the removal, storage, and replacement of equipment, devices, fixtures, raceways, wiring, systems, etc.
- D. Where mechanical or technology equipment is indicated as being removed on electrical, mechanical, or technology drawings, the Contractor shall be responsible for disconnecting the equipment and removing all starters, VFD, controllers, electrical equipment, raceways, wiring, etc. associated with the device.
- E. Verify that abandoned wiring and equipment serve only abandoned equipment or facilities. Extend conduit and wire to facilities and equipment that will remain in operation following demolition. Extension of conduit and wire to equipment shall be compatible with the surrounding area. Extended conduit and conductors to match existing size and material.
- F. Coordinate scope of work with all other Contractors and the Owner at the project site. Schedule removal of equipment and electrical service to avoid conflicts.
- G. Bid submittal shall mean the Contractor has visited the project site and has verified existing conditions and scope of work.

3.2 PREPARATION

- A. The Contractor shall obtain approval from the Owner before turning off power to circuits, feeders, panels, etc. Coordinate all outages with Owner.
- B. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations. Assume all equipment and systems must remain operational unless specifically noted otherwise on drawings.
- C. Disconnect electrical systems in walls, floors, structures, and ceilings scheduled for removal.
- D. Existing Electrical Service: Maintain existing system in service. Disable system only to make switchovers and connections. Obtain permission from Owner at least 48 hours before partially or completely disabling system. Minimize outage duration.
- E. Existing Fire Alarm System: Maintain existing system in service

3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Demolish and extend existing electrical work under provisions of Division 1 of Specifications and this Section.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring and raceway to source of supply. Existing conduit in good condition may be reused in place by including an equipment ground conductor in reused conduit. Reused conduit and boxes shall have supports revised to meet current codes. Relocating conduit shall not be allowed.
- D. Remove exposed abandoned raceway, including abandoned raceway above accessible ceiling finishes. Cut raceway flush with walls and floors, and patch surfaces. Remove all associated clamps, hangers, supports, etc. associated with raceway removal.
- E. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- F. Repair adjacent construction and finishes damaged during demolition and extension work. Patch openings to match existing surrounding finishes.
- G. Maintain access to existing electrical installations that remain active. Modify installation or provide junction boxes and access panel as appropriate.
- H. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified. Extended conduit and conductors to match existing size and material.
- I. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- J. This Contractor is responsible for all costs incurred in repair, relocations, or replacement of any cables, conduits, or other services if damaged without proper investigation.

3.4 EXISTING ENCLOSURES - NEW EQUIPMENT

- A. Existing enclosures may be reused to house new equipment including branch panels, industrial controls, and similar systems pending documented verification of the following provided with the applicable new equipment submittals.
 - 1. New equipment or panelboard is listed for the existing enclosure or application.
 - 2. Existing enclosure and new equipment is field evaluated by the manufacturer or nationally recognized testing laboratory for the available fault current, condition, and application.
 - 3. Authority Having Jurisdiction (AHJ) approval.

3.5 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
- C. ELECTRICAL ITEMS (E.G., LIGHTING FIXTURES, RECEPTACLES, SWITCHES, CONDUIT, WIRE, ETC.) REMOVED AND NOT RELOCATED REMAIN THE PROPERTY OF THE OWNER. CONTRACTOR SHALL PLACE ITEMS RETAINED BY THE OWNER IN A LOCATION COORDINATED WITH THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF MATERIAL THE OWNER DOES NOT WANT.

3.6 INSTALLATION

- A. Install relocated materials and equipment under the provisions of Division 1 of Specifications.

END OF SECTION

SECTION 26 05 13 - WIRE AND CABLE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Building wire
- B. Cabling for remote control, signal, and power limited circuits

1.2 RELATED WORK

- A. Section 26 05 53 - Electrical Identification: Refer to electrical identification for color and identification labeling requirements.

1.3 REFERENCES

- A. NEMA WC 70 - Power Cables Rated 2,000V or Less for the Distribution of Electrical Energy
- B. NFPA 70 - National Electrical Code (NEC)
- C. UL 44 - Thermoset-Insulated Wires and Cables
- D. UL 83 - Thermoplastic-Insulated Wires and Cables
- E. UL 1581 - Standard for Electrical Wires, Cables, and Flexible Cords

PART 2 - PRODUCTS

2.1 BUILDING WIRE

- A. Feeders and Branch Circuits 8 AWG and larger: Copper, stranded conductor, 600-volt insulation, THHN/THWN or XHHW-2.
- B. Feeders and Branch Circuits 8 AWG and larger in Underground Conduit: Copper, stranded conductor, 600-volt insulation, THWN or XHHW-2.
- C. Feeders and Branch Circuits 10 AWG and Smaller: Copper, solid or stranded conductor, 600-volt insulation, THHN/THWN, unless otherwise noted on the drawings.
- D. Control Circuits: Copper, stranded conductor 600-volt insulation, THHN/THWN.
- E. Aluminum conductors are not to be used for feeds to motor loads.
- F. Each 120 and 277-volt branch circuit shall have a dedicated neutral conductor. Neutral conductors shall be considered current-carrying conductors for wire derating.

PART 3 - EXECUTION

3.1 WIRE AND CABLE INSTALLATION SCHEDULE

- A. All Other Locations: Building wire in raceway.
- B. Above Grade: All conductors installed above grade shall be type "THHN".
- C. Underground or In Slab: All conductors shall be type "THWN".
- D. Low Voltage Cable (less than 100 volts): Low voltage cable shall be installed in raceway.

3.2 CONTRACTOR CHANGES

- A. The basis of design is copper conductors installed in raceway based on ambient temperature of 30°C, NEC Table 310.16 (2011 - 2017 edition 310.15(B)(16)). The Contractor shall be responsible for derating and sizing conductors and conduits to equal or exceed the ampacity of the basis of design circuits, if he/she chooses to use methods or materials other than the basis of design.
- B. Conductor length(s) listed on plans and schedules. The drawings are diagrammatic with intent to convey the components of the electrical distribution system. Conductor length(s) when listed on plans and schedules are for engineering calculation purposes. Conductor length(s) shall NOT be used for bidding purposes.
- C. Record drawing shall include the calculations and sketches.

3.3 GENERAL WIRING METHODS

- A. Use no wire smaller than 12 AWG for power and lighting circuits, and no smaller than 14 AWG for control wiring.
- B. Use no wire smaller than 18 AWG for low voltage control wiring below 100 volts.
- C. Use 10 AWG conductor for 20 ampere, 120-volt branch circuit home runs longer than 75 feet, and for 20 ampere, 277-volt branch circuit home runs longer than 200 feet.
- D. The ampacity of multiple conductors in one conduit shall be derated per the Electrical Code. In no case shall more than 4 conductors be installed in one conduit to such loads as motors larger than 1/4 HP, panelboards, motor control centers, etc.
- E. Splice only in junction or outlet boxes.
- F. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- G. Make conductor lengths for parallel circuits equal.
- H. All conductors shall be continuous in conduit from last outlet to their termination.
- I. Terminate all spare conductors on terminal blocks, and label the spare conductors.
- J. Cables or wires shall not be laid out on the ground before pulling.

- K. Cables or wires shall not be dragged over earth or paving.
- L. Care shall be taken so as not to subject the cable or wire to high mechanical stresses that would cause damage to the wire and cable.
- M. At least six (6)-inch loops or ends shall be left at each outlet for installation connection of luminaires or other devices.
- N. All wires in outlet boxes not connected to fixtures or other devices shall be rolled up, spliced if continuity of circuit is required, and insulated.

3.4 WIRING INSTALLATION IN RACEWAYS

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricant for pulling 4 AWG and larger wires.
- B. Install wire in raceway after interior of building has been physically protected from the weather and all mechanical work likely to injure conductors has been completed.
- C. Pulling shall be continuous without unnecessary stops and starts with wire or cable only partially through raceway.
- D. Where reels of cable or wire are used, they shall be set up on jacks close to the point where the wire or cable enters the conduit or duct so that the cable or wire may be unreeled and run into the conduit or duct with a minimum of change in the direction of the bend.
- E. Conductors shall not be pulled through conduits until plastering or masonry work is completed and conduits are free from moisture. Care shall be taken so that long pulls of wire or pulls around several bends are not made where the wire may be permanently stretched and the insulation damaged.
- F. Only nylon rope shall be permitted to pull cables into conduit and ducts.
- G. Completely and thoroughly swab raceway system before installing conductors.

3.5 CABLE INSTALLATION

- A. Use suitable cable fittings and connectors.

3.6 WIRING CONNECTIONS AND TERMINATIONS

- A. Splice and tap only in accessible junction boxes.
- B. Use solderless, tin-plated copper, compression terminals (lugs) applied with circumferential crimp for conductor terminations, 8 AWG and larger.
- C. Use solderless, tin-plated, compression terminals (lugs) applied with indenter crimp for copper conductor terminations, 10 AWG and smaller.
- D. Use solderless pressure connectors with insulating covers for copper wire splices and taps, 8 AWG and smaller. For 10 AWG and smaller, use insulated spring wire connectors with plastic caps.

- E. Use compression connectors applied with circumferential crimp for conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of conductor.
- F. Thoroughly clean wires before installing lugs and connectors.
- G. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- H. Phase Sequence: All apparatus shall be connected to operate in the phase sequence A-B-C representing the time sequence in which the phase conductors so identified reach positive maximum voltage.
- I. As a general rule, applicable to switches, circuit breakers, starters, panelboards, switchgear and the like, the connections to phase conductors are intended thus:
 - 1. Facing the front and operating side of the equipment, the phase identification shall be:
 - a. Left to Right - A-B-C
 - b. Top to Bottom - A-B-C
- J. Connection revisions as required to achieve correct rotation of motors shall be made at the load terminals of the starters or disconnect switches.

3.7 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Division 1.
- B. Building Wire and Power Cable Testing: Perform an insulation-resistance test on each conductor with respect to ground and adjacent conductors. Test shall be made by means of a low-resistance ohmmeter, such as a "Megger". The applied potential shall be 500 volts dc for 300 volt rated cable and 1000 volts dc for 600 volt rated cable. The test duration shall be one minute. Insulation resistance must be greater than 100 mega-ohm for 600 volt and 25 mega-ohm for 300 volt rated cables per NETA Acceptance Testing Standard. Verify uniform resistance of parallel conductors.
- C. Inspect wire and cable for physical damage and proper connection.
- D. Torque test conductor connections and terminations to manufacturer's recommended values.
- E. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.
- F. Protection of wire and cable from foreign materials:
 - 1. It is the Contractor's responsibility to provide adequate physical protection to prevent foreign material application or contact with any wire or cable type. Foreign material is defined as any material that would negatively impact the validity of the manufacturer's performance warranty. This includes, but is not limited to, overspray of paint (accidental or otherwise), drywall compound, or any other surface chemical, liquid, or compound that could come in contact with the cable, cable jacket, or cable termination components.

- G. Overspray of paint on any wire or cable will not be accepted. It shall be the Contractor's responsibility to replace any component containing overspray, in its entirety, at no additional cost to the project. Cleaning of the cables with harsh chemicals is not allowed.

END OF SECTION

SECTION 26 05 26 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Equipment grounding system
- B. Bonding system

1.2 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in Electrical Code, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with UL 467 Grounding and Bonding Equipment.

1.3 REFERENCES

- A. NFPA 70 - National Electrical Code (NEC)

1.4 SUMMARY

- A. This section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

PART 2 - PRODUCTS

2.1 GROUNDING CONDUCTORS

- A. For insulated conductors, comply with Division 26 Section 26 05 13 "Wire and Cable".
- B. Material: Copper.
- C. Equipment Grounding Conductors: Insulated. Refer to Section 26 05 53 for insulation color.
- D. Grounding Electrode Conductors: Stranded cable.
- E. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.
- F. Copper Bonding Conductors: As follows:
 - 1. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG copper conductor, 1/4 inch in diameter.
 - 2. Bonding Conductor: No. 4 or No. 6 AWG, stranded copper conductor.
 - 3. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

4. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.2 CONNECTOR PRODUCTS

- A. Comply with UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.
- B. Connectors: Hydraulic compression type, in kit form, and selected per manufacturer's written instructions.
- C. Bolted Connectors: Bolted-pressure-type connectors.

PART 3 - EXECUTION

3.1 CONNECTIONS

- A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
 2. Make connections with clean, bare metal at points of contact.
 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
- C. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.
- D. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
- E. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

- F. Structural Steel Connection: Exothermic-welded connections to structural steel. Coordinate with structure to provide physical protection.
- G. Connections at back boxes, junction boxes, pull boxes, and equipment terminations: The equipment grounding conductor(s) associated with all circuits in the box shall be connected together and to the box using a suitable grounding screw. The removal of the respective receptacle, luminaire, or other device served by the box shall not interrupt the grounding continuity. The connection to the non-metallic boxes shall be made to any metallic fitting or device requiring grounding.
- H. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.
- I. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.2 INSTALLATION

- A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
- B. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage. Each grounding conductor that passes through a below grade wall must be provided with a waterstop.
- C. Grounding electrode conductor (GEC) shall be protected from physical damage by rigid polyvinyl chloride conduit (PVC) in exposed locations.
- D. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then use a bolted clamp. Bond straps directly to the basic structure, taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.
- E. In raceways, use insulated equipment grounding conductors.
- F. Underground Grounding Conductors: Use copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches below grade or bury 12 inches above duct bank when installed as part of the duct bank.

3.3 EQUIPMENT GROUNDING SYSTEM

- A. Comply with Electrical Code, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by Electrical Code are indicated.
- B. Install equipment grounding conductors in all feeders and circuits. Terminate each end on a grounding lug or bus.

- C. Install insulated equipment grounding conductor with circuit conductors for the following items, in addition to those required by Electrical Code:
 - 1. Lighting and receptacle circuits. Terminate each end on a grounding lug or bus.
 - 2. Single-phase and three-phase motor and appliance branch circuits.
 - 3. Flexible raceway runs, including FMC and LFMC.
- D. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.

3.4 BONDING SYSTEM

- A. At building expansion joints, provide flexible bonding jumpers to connect to columns or beams on each side of the expansion joint.
- B. Exterior Metallic Pull and Junction Box Covers, Metallic Hand Rails: Bond to grounding system using flexible grounding conductors.
- C. Equipment Circuits: Install a bonding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, dampers, and heaters. Bond conductor to each unit and to air duct. Bond interior metal piping systems and metal air ducts to equipment grounding conductors of associated pumps, fans, blowers, electric heaters, and air cleaners. Use braided-type bonding straps or copper conductor sized equal to the equipment grounding conductor.
- D. Connect bonding conductors to metal water pipe using a suitable ground clamp. Make connections to flanged piping at street side of flange. Provide bonding jumper around water meter.
- E. Equipment Ground Conductor Continuity: All spliced equipment grounding conductors in junction boxes, cabinets, and distribution equipment shall be connected together and bonded to the metal enclosure.
- F. Remote control, signaling, and fire alarm circuits shall be bonded in accordance with the most recent version of the National Electric Code.

END OF SECTION

SECTION 26 05 27 - SUPPORTING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Conduit and Equipment Supports
- B. Fastening Hardware

1.2 QUALITY ASSURANCE

- A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

1.3 REFERENCES

- A. UL 62275 - Cable Management Systems - Cables Ties for Electrical Installations

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Allied Support Systems
- B. Cooper B-Line
- C. Erico, Inc.
- D. Hilti
- E. Power Fasteners
- F. Orbit Industries
- G. Or engineered pre-approved equivalent

2.2 MATERIAL

- A. Support Channel: Hot-dip galvanized; painted steel for interior/dry locations. All field cut ends shall be touched up with matching finish to inhibit rusting.
- B. Hardware: Corrosion resistant.

C. Anchorage and Structural Attachment Components:

1. Strength: Defined in reports by ICBO Evaluation Service or another agency acceptable to Authorities Having Jurisdiction.
 - a. Structural Safety Factor: Strength in tension and shear of components used shall be at least two times the maximum seismic forces to which they will be subjected.
2. Through Bolts: Structural type, hex head, high strength. Comply with ASTM F3125/F3125M Standard Specification for High Strength Structural Bolts and Assemblies.
3. Welding Lugs: Comply with MSS-SP-69, Type 57.
4. Beam clamps for Steel Beams and Joists: Double sided or concentric open web joist hangers. Single-sided type is not acceptable.
5. Bushings for Floor-Mounted Equipment Anchors: Neoprene units designed for seismically rated rigid equipment mountings, and matched to the type and size of anchor bolts and studs used.
6. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for seismically rated rigid equipment mountings, and matched to the type and size of attachment devices used.
7. Concrete Anchors: Fasten to concrete using cast-in or post-installed anchors designed per the requirements of Appendix D of ACI 318-14. Post-installed anchors shall be qualified for use in cracked concrete by ACI-355.2.
8. Masonry Anchors: Fasten to concrete masonry units with expansion anchors or self-tapping masonry screws. For expansion anchors into hollow concrete block, use sleeve-type anchors designed for the specific application. Do not fasten in masonry joints. Do not use powder actuated fasteners, wooden plugs, or plastic inserts.

D. Conduit Sleeves and Lintels:

1. Each Contractor shall provide, to the Construction Manager for installation, lintels for all openings required for the Contractor's work in masonry walls and conduit sleeves for floors, unless specifically shown as being by others.
2. Lintels:
 - a. Lintels in non-bearing masonry wall openings can be sized in accordance with the note below. Lintels that occur in existing bearing walls are to be sized according to similar conditions and spans in the new construction and lintel schedule. Bottom plate size shall be a minimum of 3/8" thick. The width of the plate shall be 3/4" less than the field verified wall thickness. The plate shall be the full length of the lintel member. Lintels are not required over openings that are 12" wide or less and at least 1 course below the top of the wall.
 - b. All lintels shall have a minimum of 8" end bearing.
 - c. All lintels in exterior wall construction shall be hot-dip galvanized.
 - d. For all openings not otherwise detailed or scheduled, minimum lintels shall be for each 4 inch of masonry width:
 - 1) 0 to 2'-0" span: 5/16" plate (3/4" less than wall width)
 - 2) 2'-0" to 4'-0" span: L 3 1/2 x 3 1/2 x 1/4
 - 3) 4'-0" to 6'-0" span: L4 x 3 1/2 x 5/16 (llv)
 - 4) 6'-0" to 8'-0" span: L5 x 3 1/2 x 5/16 (llv)

- e. All angles that are back to back shall be welded top and bottom 3" at 12" minimum.
 - 3. Fabricate all lintels from structural steel shapes or as indicated on the drawings. All lintels and grouped wall openings shall be approved by the Architect or Structural Engineer.
 - 4. Fabricate all sleeves from standard weight black steel pipe. Provide continuous sleeve. Cut or split sleeves are not acceptable. Sleeves through concrete walls may be high density polyethylene pipe penetration sleeve with a water stop collar, suitable for use with Link-Seal mechanical seals. Century-Line Model CS or engineer pre-approved equivalent.
 - 5. Sleeves through the floors on exposed risers shall be flush with the ceiling, with planed squared ends extending 1" above the floor in unfinished areas, and flush with the floor in finished areas, to accept spring closing floor plates.
 - 6. Sleeves shall not penetrate structural members without approval from the Structural Engineer.
 - 7. Openings through unexcavated floors and/or foundation walls below the floor shall have a smooth finish with sufficient annular space around material passing through opening so slight settling will not place stress on the material or building structure.
 - 8. Install all sleeves concentric with conduits. Secure sleeves in concrete to wood forms. This Contractor is responsible for sleeves dislodged or moved when pouring concrete.
 - 9. Where conduits rise through concrete floors that are on earthen grade, provide 3/4" resilient expansion joint material (asphalt and cork) wrapped around the pipe, the full depth of concrete, at the point of penetration. Secure to prevent shifting during concrete placement and finishing.
 - 10. Size sleeves large enough to allow expansion and contraction movement.
- E. Truss and Joist Support System: Provided the installation complies with all loading requirements of truss and joist manufacturers, the following practices are acceptable:
- 1. Loads of 100 lbs. or less may be attached anywhere along the top or bottom chords of trusses or joists with a minimum 3' spacing between loads.
 - 2. Loads greater than 100 lbs. must be hung concentrically and may be hung from top or bottom chord, provided one of the following conditions is met:
 - a. The hanger is attached within 6" from a web/chord joint.
 - b. Additional L2x2x1/4 web reinforcement is installed per manufacturer's requirements.
 - 3. It is prohibited to cantilever a load using an angle or other structural component that is attached to a truss or joist in such a fashion that a torsional force is applied to that structural member.
 - 4. If conditions cannot be met, coordinate installation with truss or joist manufacturer and contact Architect/Engineer.
- F. Cable Ties for Cable Management Systems:
- 1. Cables ties, UL Listed, Type 21 or Type 21S, and test to UL Standard 62275 for Cable Management Systems.

2. Acceptable Applications: Low Voltage Wire and Cabling.
 - a. Bundle wires and cables within cable trays, auxiliary gutters, and similar applications.
 - b. Organize and support wiring and cables within equipment and distribution systems.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors in concrete and beam clamps on structural steel.
- B. Trapeze support installation: Cut hanger rods back at trapeze supports so they do not extend more than 3/4" below bottom face of lowest fastener and blunt any sharp edges.
- C. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
- D. Do not fasten supports to ceiling systems, piping, ductwork, mechanical equipment, or conduit, unless otherwise noted.
- E. Do not use powder-actuated anchors without specific permission.
- F. Do not drill structural steel members.
- G. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.
- H. In wet locations and on all building floors below exterior earth grade install free-standing electrical equipment on concrete pads.
- I. Install cabinets and panelboards with minimum of four anchors. Provide horizontal backing/support framing in stud walls for rigid mounting. Provide steel channel supports to stand surface-mounted panelboard or cabinet one inch off wall.
- J. Bridge studs top and bottom with channels to support flush-mounted cabinets and panelboards in stud walls.
- K. Do not exceed 25 lbs. per hanger and a minimum spacing of 2'-0" on center when attaching to metal roof decking (excludes concrete on metal deck). This 25 lbs. load and 2'-0" spacing include adjacent electrical and mechanical items hanging from deck. If the hanger restrictions cannot be achieved, supplemental framing off steel framing will need to be added.
- L. Refer to Section 26 05 33 for special conduit supporting requirements.

3.2 FINISH

- A. Prime coat exposed steel hangers and supports. Hangers and supports in crawl spaces, pipe shafts, and above suspended ceiling spaces are not considered exposed.
- B. Trim all ends of exposed field fabricated steel hangers, slotted channel and threaded rod to within 1" of support or fastener to eliminate potential injury to personnel unless shown otherwise on the drawings. Smooth ends and install elastomeric insulation with two coats of latex paint if exposed steel is within 6'-6" of finish floor and presents potential injury to personnel.

END OF SECTION

SECTION 26 05 33 - CONDUIT AND BOXES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Rigid metallic conduit and fittings (RMC)
- B. Intermediate metallic conduit and fittings (IMC)
- C. Electrical metallic tubing and fittings (EMT)
- D. Flexible metallic conduit and fittings (FMC)
- E. Liquidtight flexible metallic conduit and fittings (LFMC)
- F. Electrical connection
- G. Pull and junction boxes
- H. Raceway Seals and Sealant

1.2 RELATED WORK

- A. Section 26 05 53 - Electrical Identification: Refer to electrical identification for color and identification labeling requirements.

1.3 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI C80.1 - Rigid Steel Conduit, Zinc-Coated
 - 2. ANSI C80.3 - Electrical Metallic Tubing, Zinc-Coated and Fittings
 - 3. ANSI C80.4 - Fittings for Rigid Metal Conduit and Electrical Metallic Tubing
 - 4. ANSI C80.6 - Intermediate Metal Conduit, Zinc Coated
 - 5. ANSI/NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers and Box Supports
- B. Federal Specifications (FS):
 - 1. A-A-50553A - Fittings for Conduit, Metal, Rigid, (Thick-Wall and Thin-Wall (EMT) Type
 - 2. A-A-55810 - Specification for Flexible Metal Conduit
- C. NECA "Standards of Installation"
- D. National Electrical Manufacturers Association (NEMA):
 - 1. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing and Cable

2. RN 1 - Polyvinyl chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit, Rigid Aluminum Conduit, and Intermediate Metal Conduit
 3. TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit
 4. TC 9 - Fittings for PVC Plastic Utilities Duct for Underground Installation
- E. NFPA 70 - National Electrical Code (NEC)
- F. Underwriters Laboratories (UL): Applicable Listings
1. UL 1 - Flexible Metal Conduit
 2. UL 6 - Rigid Metal Conduit
 3. UL 360 - Liquid Tight Flexible Steel Conduit
 4. UL514-B - Conduit Tubing and Cable Fittings
 5. UL797 - Electrical Metal Tubing
 6. UL1242 - Intermediate Metal Conduit
- G. Definitions:
1. Fittings: Conduit connection or coupling.
 2. Body: Enlarged fittings with opening allowing access to the conductors for pulling purposes only.
 3. Mechanical Spaces: Enclosed areas, usually kept separated from the general public, where the primary use is to house service equipment and to route services. These spaces generally have exposed structures, bare concrete and non-architecturally emphasized finishes.
 4. Finished Spaces: Enclosed areas where the primary use is to house personnel and the general public. These spaces generally have architecturally emphasized finishes, ceilings and/or floors.
 5. Concealed: Not visible by the general public. Often indicates a location either above the ceiling, in the walls, in or beneath the floor slab, in column coverings, or in the ceiling construction.
 6. Above Grade: Not directly in contact with the earth. For example, an interior wall located at an elevation below the finished grade shall be considered above grade but a wall retaining earth shall be considered below grade.
 7. Slab: Horizontal pour of concrete used for a floor or sub-floor.

PART 2 - PRODUCTS

2.1 RIGID METALLIC CONDUIT (RMC) AND FITTINGS

- A. Manufacturers:
1. Atkore Allied Tube & Conduit
 2. Nucor
 3. Electroline
 4. Western Tube
 5. Wheatland Tube Co
 6. or engineer pre-approved equal.

B. Manufacturers of RMC Conduit Fittings:

1. ABB/Thomas & Betts
2. Eaton/Crouse-Hinds
3. Electroline
4. Emerson Appleton & OZ Gedney
5. Hubbell Raco and Killark
6. NSI Bridgeport
7. Orbit Industries
8. Wesco Regal
9. or engineer pre-approved equal.

C. Minimum Size Galvanized Steel: 3/4 inch, unless otherwise noted.

D. Fittings and Conduit Bodies:

1. End Bell Fittings: Malleable iron, hot dip galvanized, threaded flare type with provisions for mounting to form.
2. Expansion Joints: Malleable iron and hot dip galvanized providing a minimum of 4 inches of movement. Fitting shall be watertight with an insulating bushing and a bonding jumper.
3. Expansion Joint for Concrete Encased Conduit: Neoprene sleeve with bronze end coupling, stainless steel bands and tinned copper braid bonding jumper. Fittings shall be watertight and concrete-tight.
4. Conduit End Bushings: Malleable iron type with molded-on high impact phenolic thermosetting insulation. Where required elsewhere in the contract documents, bushing shall be complete with ground conductor saddle and clamp. High impact phenolic threaded type bushings are not acceptable.
5. All other fittings and conduit bodies shall be of malleable iron construction and hot dip galvanized.

2.2 ELECTRICAL METALLIC TUBING (EMT) AND FITTINGS

A. Minimum Size Electrical Metallic Tubing: 3/4 inch, unless otherwise noted.

B. Manufacturers of EMT Conduit:

1. Allied Tube & Conduit
2. Calbond Calpipe
3. Nucor
4. Electroline
5. Western Tube
6. Wheatland Tube Co
7. or engineer pre-approved equal.

C. Fittings and Conduit Bodies:

1. 2" Diameter or Smaller: Compression type of steel designed for their specific application.
2. 1/2" and 3/4" Conduit: Push-on connectors and couplers with locking ring and washer of zinc plated steel, listed for use in dry locations.
3. Larger than 2": Compression type of steel designed for their specific application.

4. Manufacturers of EMT Conduit Fittings:

- a. ABB/Thomas & Betts
- b. Eaton/Crouse-Hinds
- c. Electroline
- d. Emerson Appleton & OZ Gedney
- e. Hubbell Raco and Killark
- f. NSI Bridgeport
- g. Orbit Industries
- h. Wesco Regal
- i. or engineer pre-approved equal.

2.3 LIQUIDTIGHT FLEXIBLE METALLIC CONDUIT (LFMC) AND FITTINGS

A. Manufacturers:

1. ABB/Thomas & Betts
2. Anamet Electrical
3. Atkore American Flex AFC and Flexicon
4. Electri-Flex Co
5. Electroline
6. Southwire Alflex
7. or engineer pre-approved equal.

B. Construction: Flexible steel, approved for conduit ground, zinc coated, threadless type formed from a continuous length of spirally wound, interlocked zinc coated strip steel and an extruded PVC cover.

C. Fittings and Conduit Bodies:

1. Watertight, compression type, galvanized zinc coated cadmium plated malleable cast iron, UL listed.
2. Fittings and conduit bodies shall include plastic or cast metal inserts supplied by the manufacturer to protect conductors from sharp edges.
3. Manufacturers:
 - a. ABB/Thomas & Betts
 - b. Eaton/Crouse-Hinds
 - c. Electroline
 - d. Emerson Appleton & OZ Gedney
 - e. Hubbell Raco and Killark
 - f. NSI Bridgeport
 - g. Orbit Industries
 - h. Wesco Regal
 - i. or engineer pre-approved equal.

2.4 RACEWAY SEALS AND SEALANT

- A. Duct Sealant: Field applied expandable duct sealant, closed cell field cured, water tight, air tight. Identified for use with electrical cables, conductors, and raceways. Minimum liquid withstanding of 10-feet head of water (5 PSI). Compatible with conductors and raceways, UL94 Flammability Certified.
 - 1. NOT ALLOWED. Duct seal putty, all-purpose construction sealant.
 - 2. Manufacturers:
 - a. Polywater FST / AFT Series
 - b. or engineer pre-approved equal
- B. Duct Seal Bushing: Custom mechanical seal, liquid tight, gas tight, stainless steel hardware. Minimum liquid withstanding of 10-feet head of water (5 PSI). Coordinate product with raceway size, cable quantities, and cable sizes.
 - 1. Manufacturers:
 - a. Polywater PHRD / PHSD Series Varia /PHSI Module Series
 - b. Jackmoon Commscope DuctPlug Series
 - c. CalAm Manufacturing WedgeSeal Series
 - d. or engineer pre-approved equal
- C. Wall Sleeve Duct Seal System: Cast-in-place or Core-Drill two piece push-in- place construction, gasketed seal to prevent entry of water and gases.
 - 1. Cable: Duct Seal Bushing, provide interior sleeve duct seal bushing for each duct entry. Provide duct seal bushings with individual seals for each applicable cable.
 - 2. Manufacturers:
 - a. Polywater Varia PHSI Series
 - b. or engineer pre-approved equal

PART 3 - EXECUTION

3.1 CONDUIT INSTALLATION SCHEDULE AND SIZING

- A. In the event the location of conduit installation represents conflicting installation requirements as specified in the following schedule, a clarification shall be obtained from the Architect/Engineer. If this Contractor is unable to obtain a clarification as outlined above, concealed rigid galvanized steel conduit installed per these specifications and the Electrical Code shall be required.
- B. Installation Schedule: Refer to drawings.

- C. Size conduit as shown on the drawings and specifications. Where not indicated in the contract documents, conduit size shall be according to the Electrical Code. Conduit and conductor sizing shall be coordinated to limit conductor fill to less than 40%, maintain conductor ampere capacity as required by the Electrical Code (to include enlarged conductors due to temperature and quantity derating values) and to prevent excessive voltage drop and pulling tension due to long conduit/conductor lengths.
- D. Minimum Conduit Size (Unless Noted Otherwise):
 - 1. Above Grade: 3/4 inch. (The use of 1/2 inch would be allowed for installation conduit to individual light switches, individual receptacles and individual fixture whips from junction box.)
 - 2. Below Grade 5' or less from Building Foundation: 3/4 inch.
 - 3. Below Grade More than 5' from Building Foundation: 3/4 inch.
 - 4. Controls Conduit: 1/2 inch.
- E. Conduit sizes shall change only at the entrance or exit to a junction box, unless specifically noted on the drawings.

3.2 CONDUIT ARRANGEMENT

- A. In general, conduit shall be installed concealed in walls, in finished spaces and where possible or practical, or as noted otherwise. Conduit shall be installed parallel or perpendicular to walls, ceilings, and exposed structural members. In unfinished spaces, mechanical and utility areas, conduit may run either concealed or exposed as conditions dictate and as practical unless noted otherwise on drawings. Installation shall maintain headroom in exposed vicinities of pedestrian or vehicular traffic.
- B. Exposed conduit on exterior walls or above roof will not be allowed without prior written approval of Architect/Engineer. A drawing of the proposed routing and a photo of the location shall be submitted 14 days prior to start of conduit rough-in. Routing shall be shown on coordination drawings.
- C. Conduit arrangement in elevated slabs (restricted to applications specifically noted or shown on drawings):
 - 1. Conduit size shall not exceed one-third of the structural slab thickness. Place conduit between the top and bottom reinforcing with a minimum of 3" concrete cover.
 - 2. Parallel conduits shall be spaced at least 8 inches apart. Exception: Within 18 inches of commonly served floor boxes, junction boxes, or similar floor devices. Arrange conduits parallel or perpendicular to building lines and walls.
- D. Conduit shall not share the same cell as structural reinforcement in masonry walls.
- E. Conduit runs shall be routed as shown on large scale drawings. Conduit routing on drawings scaled 1/4"=1'-0" or less shall be considered diagrammatic, unless noted otherwise. The correct routing, when shown diagrammatically shall be chosen by the Contractor based on information in the contract documents, in accordance with manufacturer's written instructions, applicable codes, the NECA's "Standard of Installation", in accordance with recognized industry standards, and coordinated with other contractors.

- F. Contractor shall adapt Contractor's work to the job conditions and make such changes as required and permitted by the Architect/Engineer, such as moving to clear beams and joists, adjusting at columns, avoiding interference with windows, etc., to permit the proper installation of other mechanical and/or electrical equipment.
- G. Contractor shall cooperate with all contractors on the project. Contractor shall obtain details of other contractor's work to ensure fit and avoid conflict. Any expense due to the failure of This Contractor to do so shall be paid for in full by Contractor. The other trades involved as directed by the Architect/Engineer shall perform the repair of work damaged as a result of neglect or error by This Contractor. The resultant costs shall be borne by This Contractor.

3.3 CONDUIT SUPPORT

- A. Conduit runs installed above a suspended ceiling shall be properly supported. In no case shall conduit rest on the suspended ceiling construction, nor utilize ceiling support system for conduit support.
 - 1. Support wire used to independently support raceway and wiring systems above suspending ceilings shall be supported on both ends, minimum 12 gauge suspended ceiling support wire, and distinguishable from ceiling support systems by color (field paint), tagging, or equivalent means.
- B. Conduit shall not be supported from ductwork, water, sprinkler piping, or other non-structural members, unless approved by the Architect/Engineer. All supports shall be from structural slabs, walls, structural members, and bar joists, and coordinated with all other applicable contractors, unless noted otherwise.
- C. Conduit shall be held in place by the correct size of galvanized one-hole conduit clamps, two-hole conduit straps, patented support devices, clamp back conduit hangers, or by other means if called for on the drawings.
- D. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.
- E. Spring-steel conduit clips specifically designed for supporting single conduits or tubing may be used in lieu of malleable-iron hangers for 1" and smaller raceways serving lighting and receptacle branch circuits above accessible ceilings and for securing raceways to slotted channel and angle supports.
- F. Group conduits in parallel runs where practical and use conduit racks or trapeze hangers constructed of steel channel, suspended with threaded solid rods or wall mounted from metal channels with conduit straps or clamps. Provide space in each rack or trapeze for 25% additional conduits.
- G. Do not exceed 25 lbs. per hanger and a minimum spacing of 2'-0" on center when attaching to metal roof decking (excludes concrete on metal deck). This 25 lbs. load and 2'-0" spacing include adjacent electrical and mechanical items hanging from deck. If the hanger restrictions cannot be achieved, supplemental framing off steel framing will need to be added.
- H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

- I. Supports for metallic conduit shall be no greater than 10 feet. A smaller interval may be used if necessitated by building construction, but in no event shall support spans exceed the Electrical Code requirements. Conduit shall be securely fastened within 3 feet of each outlet box, junction box, device box, cabinet, or fitting.
- J. Supports of flexible conduit shall be within 12 inches of each outlet box, junction box, device box, cabinet, or fitting and at intervals not to exceed 4.5 feet.
- K. Supports for non-metallic conduit shall be at sufficiently close intervals to eliminate any sag in the conduit. The manufacturer's recommendations shall be followed, but in no event shall support spans exceed the Electrical Code requirements.
- L. Where conduit is to be installed in poured concrete floors or walls, provide concrete-tight conduit inserts securely fastened to forms to prevent conduit misplacement.
- M. Finish:
 - 1. Prime coat exposed steel hangers and supports. Hangers and supports in crawl spaces, pipe shafts, and above suspended ceiling spaces are not considered exposed.
 - 2. Trim all ends of exposed field fabricated steel hangers, slotted channel and threaded rod to within 1" of support or fastener to eliminate potential injury to personnel unless shown otherwise on the drawings. Smooth ends and install elastomeric insulation with two coats of latex paint if exposed steel is within 6'-6" of finish floor and presents potential injury to personnel.

3.4 CONDUIT INSTALLATION

- A. Conduit Connections:
 - 1. Shorter than standard conduit lengths shall be cut square using industry standards. The ends of all conduits cut shall be reamed or otherwise finished to remove all rough edges.
 - 2. Metallic conduit connections in slab on grade installation shall be sealed and one coat of rust inhibitor primer applied after the connection is made.
 - 3. Where conduits with tapered threads cannot be coupled with standard couplings, then approved split or Erickson couplings shall be used. Running threads will not be permitted.
 - 4. Install expansion/deflection joints where conduit crosses structure expansion/seismic joints.
- B. Conduit terminations for all low voltage wiring shall have nylon bushings installed on each end of every conduit run.
- C. Conduit Bends:
 - 1. Use a hydraulic one-shot conduit bender or factory elbows for bends in conduit 2" in size or larger. All steel conduit bending shall be done cold; no heating of steel conduit shall be permitted.
 - 2. A run of conduit shall not contain more than the equivalent of four (4) quarter bends (360°), including those bends located immediately at the outlet or body.
 - 3. Use conduit bodies to make sharp changes in direction (i.e. around beams).

D. Conduit Placement:

1. Conduit shall be mechanically continuous from source of current to all outlets. Conduit shall be electrically continuous from source of current to all outlets, unless a properly sized grounding conductor is routed within the conduit. All metallic conduits shall be bonded per the Electrical Code.
2. Route exposed conduit and conduit above suspended ceilings (accessible or not) parallel/perpendicular to the building structural lines, and as close to building structure as possible. Wherever possible, route horizontal conduit runs above water and steam piping.
3. Route conduit through roof openings provided for piping and ductwork where possible. If not provided or routing through provided openings is not possible, route through roof jack with pitch pocket. Coordinate roof penetrations with other trades.
4. Conduits, raceway, and boxes shall not be installed in concealed locations in metal deck roofing or less than 1.5" below bottom of roof decking.
5. Avoid moisture traps where possible. Where unavoidable, provide a junction box with drain fitting at conduit low point.
6. All conduits through walls shall be grouted or sealed into openings. Where conduit penetrates firewalls and floors, seal with a UL listed sealant. .
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OPENINGS REQUIRED IN MASONRY OR EXTERIOR WALLS UNDER THIS DIVISION. A QUALIFIED MASON AT THE EXPENSE OF THIS CONTRACTOR SHALL REPAIR ALL OPENINGS TO MATCH EXISTING CONDITIONS.
8. Seal interior of conduit at exterior entries, air handling units, coolers/freezers, etc., and where the temperature differential can potentially be greater than 20°F, to prevent moisture penetration. Seal shall be placed where conduit enters warm space. Conduit seal fitting shall be a drain/seal, with sealing compound, identified for use with cable and raceway system.
9. Contractor shall provide suitable mechanical protection around all conduits stubbed out from floors, walls or ceilings during construction to prevent bending or damaging of stubs due to carelessness with construction equipment.
10. Contractor shall provide a polypropylene pull cord with 2000 lbs. tensile strength in each empty conduit (indoor and outdoor), except in sleeves and nipples.

3.5 CONDUIT TERMINATIONS

- A. Where conduit bonding is indicated or required in the contract documents, the bushings shall be a grounding type sized for the conduit and ground bonding conductor as manufactured by O-Z/Gedney, Appleton, Thomas & Betts, Burndy, Regal, Orbit Industries or approved equal.
- B. Conduits with termination fittings shall be threaded for one (1) lock nut on the outside and one (1) lock nut and bushing on the inside of each box.
- C. Where conduits terminate in boxes with knockouts, they shall be secured to the boxes with lock nuts and provided with approved screw type tinned iron bushings or fittings with plastic inserts.
- D. Where conduits terminate in boxes, fittings, or bodies with threaded openings, they shall be tightly screwed against the shoulder portion of the threaded openings.

- E. Conduit terminations to all motors shall be made with flexible metallic conduit (FMC), unless noted otherwise. Final connections to roof exhaust fans, or other exterior motors and motors in damp or wet locations shall be made with liquidtight flexible metallic conduit (LFMC). Motors in hazardous areas, as defined in the Electrical Code, shall be connected using flexible conduit rated for the environment. Flexible conduit shall not exceed 6' in length. Route equipment ground conductors from circuit ground to motor ground terminal through flexible conduit.
- F. All conduit ends shall be sealed with plastic immediately after installation to prevent the entrance of any foreign matter during construction. The seals shall be removed and the conduits blown clear of all foreign matter prior to any wires or pull cords being installed.

3.6 COORDINATION OF BOX LOCATIONS

- A. Provide electrical boxes as shown on the drawings, and as required for splices, taps, wire pulling, equipment connections, and code compliance.
- B. Electrical box locations shown on the Contract Drawings are approximate, unless dimensioned. Verify location of floor boxes and outlets in offices and work areas prior to rough-in.
- C. Locate and install boxes to allow access. Avoid interferences with ductwork, piping, structure, equipment, etc. Recessed luminaires shall not be used as access to outlet, pull, and junction boxes. Where installation is inaccessible, provide access doors. Coordinate locations and sizes of required access doors with the Architect/Engineer and Construction Manager.
- D. Locate and install to maintain headroom and to present a neat appearance.

3.7 OUTLET BOX INSTALLATION

- A. Do not install boxes back-to-back in walls.
 - 1. Provide a minimum horizontal separation of 6 inches between boxes installed on opposite sides of non-rated stud walls. When the minimum separation cannot be maintained, install sound insulation pads on all five sides of the back box in accordance with the manufacturer's instructions.
 - 2. Provide a minimum horizontal separation of 24 inches between boxes installed on opposite sides of fire-rated walls. When the minimum separation cannot be maintained, the box is greater than 16 square inches or the total box area (all trades) per 100 square feet is greater than or equal to 100 square inches, install fire-rated moldable pads to all five sides of the back box to maintain the fire rating of the wall. Install moldable pads in accordance with UL listing for the specific product. Sound insulation pads are not acceptable for use in fire-rated wall applications unless the product carries the necessary fire rating.
- B. Install sound insulation pads on all five sides of the back of all boxes in sound-rated wall assemblies. Sound-rated wall assemblies are defined as partition types carrying a Sound Transmission Class (STC) rating.
- C. The Contractor shall anchor switch and outlet box to wall construction so that it is flush with the finished masonry, paneling, drywall, plaster, etc. The Contractor shall check the boxes as the finish wall surface is being installed to assure that the box is flush. (Provide plaster rings as necessary.)

- D. Mount at heights shown or noted on the drawings or as generally accepted if not specifically noted.
- E. Locate boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat openings for boxes.
- F. Provide knockout closures for unused openings.
- G. Support boxes independently of conduit.
- H. Use multiple-gang boxes where more than one device is mounted together; do not use sectional boxes. Provide barriers to separate wiring of different voltage systems.
- I. Install boxes in walls without damaging wall insulation.
- J. Coordinate mounting heights and locations of outlets mounted above counters, benches, backsplashes, and below baseboard radiation.
- K. Position outlets to locate luminaires as shown on reflected ceiling drawings.
- L. Provide recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs, accurately positioned to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud wall, and adjustable steel channel fasteners for flush ceiling outlet boxes.
- M. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.
- N. Provide cast outlet boxes in exterior locations and wet locations, and where exposed rigid or intermediate conduit is used.

3.8 PULL AND JUNCTION BOX INSTALLATION

- A. Locate pull boxes and junction boxes above accessible ceilings or in unfinished areas.
- B. Support pull and junction boxes independent of conduit.
- C. Do not install boxes back-to-back in walls.
 - 1. Provide a minimum horizontal separation of 6 inches between boxes installed on opposite sides of non-rated stud walls. When the minimum separation cannot be maintained, install sound insulation pads on all five sides of the back box in accordance with the manufacturer's instructions.
 - 2. Provide a minimum horizontal separation of 24 inches between boxes installed on opposite sides of fire-rated walls. When the minimum separation cannot be maintained, the box is greater than 16 square inches or the total box area (all trades) per 100 square feet is greater than or equal to 100 square inches, install fire-rated moldable pads to all five sides of the back box to maintain the fire rating of the wall. Install moldable pads in accordance with UL listing for the specific product. Sound insulation pads are not acceptable for use in fire-rated wall applications unless the product carries the necessary fire rating.

3.9 EXPOSED BOX INSTALLATION

- A. Boxes shall be secured to the building structure with proper size screws, bolts, hanger rods, or structural steel elements.
- B. On brick, block and concrete walls or ceilings, exposed boxes shall be supported with no less than two (2) Ackerman-Johnson, Paine, Phillips, or approved equal screw anchors or expansion shields and round head machine screws. Cast boxes shall not be drilled.
- C. On steel structures, exposed boxes shall be supported to the steel member by drilling and tapping the member and fastening the boxes by means of round head machine screws.
- D. Boxes may be supported on steel members by APPROVED beam clamps if conduit is supported by beam clamps.
- E. Boxes shall be fastened to wood structures by means of a minimum of two (2) wood screws adequately large and long to properly support. (Quantity depends on size of box.)
- F. Wood, plastic, or fiber plugs shall not be used for fastenings.
- G. Explosive devices shall not be used unless specifically allowed.

END OF SECTION

SECTION 26 05 53 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Adhesive Markings and Field Labels
- B. Nameplates and Signs
- C. Product Colors

1.2 REFERENCES

- A. NFPA 70E - National Electrical Safety Code
- B. NFPA 70 - National Electrical Code (NEC)
- C. ANSI A13.1 - Standard for Pipe Identification
- D. ANSI Z535.4 - Standard for Product Safety Signs and Labels

1.3 QUALITY ASSURANCE

- A. Electrical identification products shall be suitable for the environment installed. Identification labels damaged by the environment due to ultraviolet light fading, damp or wet conditions, physical damage, corrosion, or other conditions shall be replaced with labels suitable for the environment.

PART 2 - PRODUCTS

2.1 ADHESIVE MARKINGS AND FIELD LABELS

- A. Adhesive Marking Labels for Raceway: Pre-printed, flexible, self-adhesive vinyl labels with legend indicating voltage and service (Emergency, Lighting, Power, HVAC, Communications, Control, Fire).
 - 1. Label Size as follows:
 - a. Raceways: Kroy or Brother labels (or engineer pre-approved equal) 1-inch high by 12-inches long (minimum).
 - 2. Color: As specified for various systems.
- B. Colored Adhesive Marking Tape for banding Raceways, Wires, and Cables: Self-adhesive vinyl tape not less than 3 mils thick by 1 inch to 2 inches in width.

- C. Pretensioned Flexible Wraparound Colored Plastic Sleeves for Cable Identification: flexible acrylic bands sized to suit the cable diameter and arranged to stay in place by pre-tensioned gripping action when coiled around the cable.
- D. Wire/Cable Designation Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound, cable/conductor markers with preprinted numbers and letter.
- E. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking nylon cable ties, 0.18-inch minimum width, 50-lb minimum tensile strength, and suitable for a temperature range from -40°F to 185°F (-40°C to 85°C), type 2/2S or type 21/21S based on application. Provide ties in specified colors when used for color coding. Cable ties shall be listed and identified for the application, securement, and support.
- F. Indoor/Outdoor Number and Letters: Outdoor grade vinyl label with acrylic adhesive designed for permanent application in severe indoor and outdoor environments.
- G. Text Sizes:
 - 1. The following information shall be used for text heights, fonts, and size, unless otherwise noted.
 - a. Font: Normal 721 Swiss Bold
 - b. Adhesive Labels: 3/16 inch minimum text height
 - c. Vinyl / Plastic Laminate Labels: 3/4" inch minimum text height

2.2 NAMEPLATES AND SIGNS

- A. Engraved, Plastic-Laminated Labels, Signs and Instruction Plates: Engraving stock melamine plastic laminate, 1/16-inch minimum thick for signs up to 20 square inches, or 8 inches in length; 1/8 inch thick for larger sizes. Labels shall be punched for mechanical fasteners.
- B. Text Sizes:
 - 1. The following information shall be used for text heights, fonts, and size, unless otherwise noted.
 - a. Text Height: 3/8 inch minimum
- C. Baked-Enamel Signs for interior Use: Preprinted aluminum signs, punched, or drilled for fasteners, with colors, legend, and size required for application. Mounting 1/4" grommets in corners.
- D. Exterior, Metal-Backed, Butyrate Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396 inch galvanized-steel backing; and with colors, legend, and size required for application. Mounting 1/4" grommets in corners.
- E. Safety Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145.
- F. Fasteners for Plastic-Laminated Signs; Self-tapping stainless steel screws or number 10/32 stainless steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Lettering and Graphics: Coordinate names, abbreviations, colors, and other designations used in electrical identification work with corresponding designations specified or indicated. Install numbers, lettering, and colors as required by code.
- B. Exposed Ceilings and Finished Spaces: The project includes exposed ceilings in finished spaces. The installation of colored raceways and labeling may not be aesthetically desirable in finished spaces. The contractor shall coordinate identification requirements in exposed ceilings of finished spaces with the Architect/Engineer prior to installation and ordering of materials.
- C. Install identification devices in accordance with manufacturer's written instruction and requirements of Electrical Code.
- D. Sequence of Work: Where identification is to be applied to surfaces that require finish, install identification after completion of finish work. All mounting surfaces shall be cleaned and degreased prior to identification installation.
- E. Circuit Identification: Tag or label conductors as follows:
 - 1. Multiple Power or Lighting Circuits in Same Enclosure: Where multiple branch circuits are terminated or spliced in a box or enclosure, label each conductor with source and circuit number.
 - 2. Multiple Control Wiring and Communication/Signal Circuits in Same Enclosure: For control and communications/signal wiring, use wire/cable marking tape at terminations in wiring boxes, troughs, and control cabinets. Use consistent letter/number conductor designations throughout on wire/cable marking tape.
 - 3. Match identification markings with designations used in panelboards shop drawings, Contract Documents, and similar previously established identification schemes for the facility's electrical installations.
- F. Apply Danger, Warning, Caution and instruction signs as follows:
 - 1. Install Danger, Warning, Caution or instruction signs where required by Electrical Code, where indicated, or where reasonably required to assure safe operation and maintenance of electrical systems and of the items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions or explanations are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
 - 2. 'Danger' indicates a hazardous situation which, if not avoided, will result in death or serious injury. ANSI standard red background, white letters.
 - 3. 'Warning' indicates a hazardous situation which, if not avoided, could result in death or serious injury. ANSI standard orange background, black letters.
 - 4. 'Caution' indicates a hazardous situation which, if not avoided, may result in minor or moderate injury. ANSI standard yellow background, black letters.

- 5. Emergency Operating Signs: Install, where required by Electrical Code, where indicated, or where reasonably required to assure safe operation and maintenance of electrical systems and of the items to which they connect, engraved laminate signs with white legend on red background with minimum 3/8-inch high lettering for emergency instructions on power transfer, load shedding, or other emergency operations.
 - G. Apply circuit/control/item designation labels of engraved plastic laminate for pushbuttons, pilot lights, alarm/signal components, and similar items, except where labeling is specified elsewhere.
 - H. Install labels parallel to equipment lines at locations as required and at locations for best convenience of viewing without interference with operation and maintenance of equipment.
- 3.2 FEEDER AND BRANCH CIRCUIT DIRECTORIES
- A. Product:
 - 1. Adhesive labels and field markings
 - 2. Nameplates and signs
 - B. Feeder Directories Branch: Provide each feeder, branch circuit, feeder modification, and branch circuit modification with a typed circuit directory label. Refer to technical equipment specification sections for additional requirements. Include the following with each label:
 - 1. Load Description: Lighting, receptacles, specific equipment, spare, space, or similar description.
 - 2. Location: Room name, number, location.
 - C. Provide a factory or custom clear plastic sleeve for each branch panel directory and secure to inside panel cover.

3.3 BOX LABELING

- A. Products:
 - 1. Adhesive labels and field markings
- B. Identify Junction, Pull and Connection Boxes: Labeling shall be 3/8-inch Kroy tape OR Brother self-laminating vinyl label, letters/numbers. In rooms that are painted out, provide labeling on inside of cover.
- C. All junction, pull, and connection boxes shall be identified as follows:
 - 1. For power and lighting circuits, indicate system voltage and identity of contained circuits ("120V, 1LA1-3,5,7").
 - 2. For other wiring, indicate system type and description of wiring ("FIRE ALARM NAC #1").

3.4 CONDUCTOR COLOR CODING

A. Products:

1. All wire and cables shall be color coded by the manufacturer.

B. Color coding shall be applied at all panels, switches, junction boxes, pull boxes, vaults, manholes etc., where the wires and cables are visible and terminations are made. The same color coding shall be used throughout the entire electrical system, therefore maintaining proper phasing throughout the entire project.

C. Colored cable ties shall be applied in groups of three ties of specified color to each conductor at each terminal or splice point starting 3 inches from the termination and spaced at 3- inches centers. Tighten to a snug fit, and cut off excess length.

D. Where more than one nominal voltage system exists in a building or facility, each ungrounded conductor of a multi-wire branch circuit, where accessible, shall be identified by phase and system.

E. Conductors shall be color coded as follows:

1. 208Y/120 Volt, 4-Wire:

- a. A-Phase - Black
- b. B-Phase - Red
- c. C-Phase - Blue
- d. Neutral - White
- e. Ground Bond - Green

2. Grounding Conductors:

- a. Equipment grounding conductors, main/system/supply-side bonding jumpers: Green.
- b. Isolated Equipment Ground Conductors: Green with colored distinctive yellow stripe along the entire length of the conductor. Isolated ground for feeders, use colored tape with alternating bands of green and yellow to provide a minimum of three bands of green and two bands of yellow.

3. Cabling for Remote Control, Signal, and Power Limited Circuits:

- a. Low Voltage Switching: Per manufacturer recommendations and code requirements.
- b. Building Automation Systems and Control: Refer to the Temperature Control Contactor notes located on the mechanical cover sheet.
- c. Electronic Control: Per manufacturer recommendations and code requirements.

3.5 EQUIPMENT CONNECTION IDENTIFICATION

A. Products:

1. Nameplates and signs

- B. Provide identification for hard wired electrical connections to equipment such as disconnects switches, starters, etc. Plug and cord type connections do not require this specific label.
- C. Identification shall be provided for all connections to equipment furnished by this Contractor, other contractors, or the Owner. The following list of equipment is specifically being listed to receive an equipment connection label; this list does not limit the equipment that shall receive a label:
 - 1. Mechanical heating, ventilation, and air conditioning equipment; chillers, boilers, pumps, air handling ventilation units, condensing units, unit heaters, and similar equipment
 - 2. Plumbing equipment
 - 3. Fire protection equipment including fire pumps
 - 4. Medical gas equipment and equipment skids
 - 5. Elevator
 - 6. Kitchen equipment (hardwired)
 - 7. Industrial machinery
- D. Labeling shall include:
 - 1. Equipment type and contract documents designation of equipment being served
 - 2. Location of equipment being served if it is not located within sight.
 - 3. Voltage and rating of the equipment.
 - 4. Panel and circuit numbers(s) serving the equipment
 - 5. Sample Label:

UNIT HEATER UH-1 ("LOCATED IN STORAGE ROOM 200")
480V: 3-PHASE
FED FROM "1HA1-1"

END OF SECTION

SECTION 26 27 26 - WIRING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Device plates and box covers
- B. Modular connectors
- C. Receptacles (REC-#)

1.2 REFERENCES

- A. DSCC W-C-896F - General Specification for Electrical Power Connector
- B. FS W-C-596 - Electrical Power Connector, Plug, Receptacle, and Cable Outlet
- C. NEMA WD 1 - General Color Requirements for Wiring Devices
- D. NEMA WD 6 - Wiring Devices - Dimensional Requirements
- E. NFPA 70 - National Electrical Code (NEC)
- F. UL 498 - Standard for Attachment Plugs and Receptacles
- G. UL 943 - Standard for Ground Fault Circuit Interrupters

1.3 COORDINATION

- A. Receptacles for Owner Furnished Equipment: Match plug configurations.
- B. Cord and Plug Sets: Match equipment requirements.

PART 2 - PRODUCTS

2.1 DEVICE COLOR

- A. All switch, receptacle, and outlet colors shall be aluminum.

2.2 COVERPLATES

- A. All switches, receptacles, and outlets shall be complete with the following:
 - 1. Unbreakable thermoplastic/thermoset plastic and match device color coverplates in finished spaces where walls are finished.
 - 2. #302 stainless steel coverplates in unfinished spaces for flush boxes.
 - 3. Galvanized steel coverplates in unfinished spaces for surface mounted boxes.

- B. Where several devices are ganged together, the coverplate shall be of the ganged style for the number of devices used.
- C. Install nameplate identification as indicated in Section 26 05 53.
- D. Plate securing screws shall be metal with head color matching the wall plate finish.
- E. Where indicated on drawings, provide compatible wire guards for devices to protect against damage and vandalism. Wire guards shall be constructed of durable coated steel wire.

2.3 RECEPTACLES

- A. Refer to Electrical Symbols List for device type.
- B. REC-DUP-GFI: NEMA 5-20R Ground Fault Duplex Receptacle:
 - 1. Standard Grade: 125-volt, 20 amp, 3-wire grounding type with test and reset buttons in impact resistant thermoplastic face, listed.
 - a. Device shall perform self-test of GFCI circuitry in accordance with UL 943.
 - b. Manufacturers:
 - 1) Hubbell GFCI type devices are not allowed. Contractor may substitute an alternative manufacturer when Hubbell is the basis of submittal for all other wiring devices.
 - 2) Leviton GFNT2
 - 3) Pass & Seymour 2097
 - 4) Cooper SGF20
 - 5) or engineer pre-approved equal
- C. REC-DUP-WP: NEMA 5-20R Weatherproof Ground Fault Duplex Receptacle:
 - 1. 125-volt, 20 amp, 3-wire grounding type with test and reset buttons in impact resistant thermoplastic face, weather resistant WR listed. Provide extra-duty NEMA 3R rated while-in-use cast aluminum outlet box hood.
 - 2. Device shall perform self-test of GFCI circuitry in accordance with UL 943.
 - a. Manufacturers:
 - 1) Hubbell:
 - a) GFCI type devices are not allowed. Contractor may substitute an alternative manufacturer when Hubbell is the basis of submittal for all other wiring devices.
 - 2) Leviton GFWT2 with aluminum housing M5979
 - 3) Pass & Seymour 2097TRWR with aluminum housing WIUCAST1
 - 4) Cooper WRSGF20 with aluminum housing WIUMV-1
 - 5) or engineer pre-approved equal
- D. Back wired devices shall be complete with eight holes that are screw activated with metal clamps for connection to #12 or #10 copper conductors.

- E. Side wired devices shall have four binding screws that are undercut for positive wire retention.
- F. Ground fault circuit interrupter (GFCI) receptacles shall be listed and comply with UL 943 requiring increased surge immunity, improved corrosion resistance, improved resistance to false tripping and diagnostic indication for miswiring if the line and load conductors are reversed during installation.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install convenience receptacles at elevations indicated in the General Installation Notes on the contract drawings.
- B. Install specific-use receptacles at heights shown on the contract drawings. Install devices level, plumb, and square with building lines. Coordinate installation of adjacent devices of separate systems with common mounting heights, including lighting, power, systems, technology, and temperature control device rough-ins.
- C. Ground Fault Protection: Provide ground fault protection for all branch circuit breakers serving 120/208 receptacles and electrical outlets rated 50 amps or less single-phase and 100 amps or less three-phase in the following locations, as shown on drawings, or required by adopted code:
 - 1. Bathrooms, locker rooms, shower rooms
 - 2. Kitchens' all 120-volt through 250-volt receptacles
 - 3. Buffet, serving, food preparation areas; all 120-volt through 250-volt receptacles
 - 4. Rooftops
 - 5. Interior/Exterior locations subject to damp/wet conditions
 - 6. When located within 6 feet of sinks, bathtubs, and shower stalls
 - 7. Plug-and-cord receptacles when the utilization appliance is located within 6 feet of a sink edge.
 - 8. Aquariums and bait wells
 - 9. Garages, accessory buildings, service bays
 - 10. Accessory dwelling buildings
 - 11. Exterior dwelling outlets (disconnects, equipment connections, etc.) when required by code.
 - 12. Boathouses
 - 13. Specific Appliances: Auto vacuum machines, water drink/bottle fill coolers, pressure staying machines, tire inflation machines, vending machines, sump pumps, dishwashers, electric ranges, ovens, clothes dryers, microwave ovens
 - 14. Horticultural luminaire branch circuits
 - 15. Future Provisions: Provide a conduit raceway and backbox for the future addition of countertop pop-receptacle when receptacles are not installed in kitchen islands and peninsulas.
- D. Install receptacles vertically with ground slot up or where indicated on the drawings, horizontally with ground slot to the left.
- E. Install decorative plates on switch, receptacle, and blank outlets in finished areas, using jumbo size plates for outlets installed in masonry walls.

- F. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface-mounted outlets.
- G. Install devices and wall plates flush and level.
- H. Install nameplate identification to receptacle cover plates indicated. Identification shall identify panel name and circuit number. Refer to Specification Section 26 05 53 - Electrical Identification.
- I. Test receptacles for proper polarity, ground continuity and compliance with requirements.

END OF SECTION

SECTION 26 28 16 - DISCONNECT SWITCHES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Non-fusible switches
- B. Enclosures

1.2 RELATED SECTIONS AND WORK

- A. Refer to the Disconnect and Starter Schedule for rating and configuration.

1.3 REFERENCES

- A. NEMA KS 1 - Enclosed Switches

1.4 SUBMITTALS

- A. Submit product data under provisions of Section 26 05 00.
- B. Product Data: For each type of enclosed switch, circuit breakers, accessory and component indicated, include dimensions, weights, and manufacturer's technical data on features, performance, and ratings.
- C. Electrical Characteristics: For each type of enclosed switch, enclosure types, current and voltage ratings, short-circuit current ratings, UL listing for series rating of installed devices, features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

1.5 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.1 NON-FUSIBLE SWITCHES

- A. Acceptable Manufacturers:
 - 1. Square D 3110 Series
 - 2. Eaton DH Series
 - 3. ABB TH Series
 - 4. Siemens HNF / HF Series
 - 5. or engineer pre-approved equal

- B. DS-#; Non-fusible Switch Assemblies: NEMA KS 1; Type heavy duty, quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch in ON position without a tool. Handle lockable in OFF position.
- C. Enclosures: Type as indicated on the disconnect schedule.
- D. Accessories: Provide the following accessories. Refer to Disconnect Schedule for additional requirements for each application.
 - 1. Lockable
 - 2. Provide finger safe barriers for exposed line-side terminations and energized components when the switch is in the open position.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install disconnect switches where indicated on the drawings.
- B. Field coordinate installation with other contractors and equipment to maintain code required working space requirements.

END OF SECTION