



## **REQUEST FOR BIDS**

February 07, 2024

For

### **Grand River Center Parking Garage Lighting Replacement**

**Project # 3346000004**

Prepared by  
City of Dubuque  
Leisure Services  
2200 Bunker Hill Rd.  
Dubuque, IA 52001

## **SECTION 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)**

### **1.1 Notice of Request for Bids**

Notice is hereby given that electronic bids will be received before 1:00 p.m. CST, February 22, 2024, for the installation of replacement lighting for the Grand River Center parking garage as requested by the City of Dubuque Leisure Services Department.

### **1.2 RFB Timeline**

<b>Name of the Bid</b>	Grand River Center Parking Garage Lighting Replacement
<b>Date of Issuance</b>	February 07, 2024
<b>Optional Pre-bid Meeting</b>	February 14, 2024 at 8:00a.m.
<b>Deadline for Bid Submittal</b>	February 22, 2024, before 1:00 p.m. CST Bids submitted at 1:00 p.m. or after are late.
<b>Submit Bid to</b>	<a href="https://cityofdubuque.sharefile.com/r-r6dfad49eb08c462aba968883993b801">https://cityofdubuque.sharefile.com/r-r6dfad49eb08c462aba968883993b801</a>
<b>Method of Submittal</b>	Electronic as noted above.
<b>Contact Person, Title</b>	Jared Charland, Project & Facilities Manager
<b>E-mail Address</b>	<a href="mailto:jcharlan@cityofdubuque.org">jcharlan@cityofdubuque.org</a>
<b>Phone Number</b>	563-690-6135

1.3 The City is not responsible for submittal delays. Similarly, the City is not responsible for, and will not open, any bid responses that are received after the time stated above. Late submittals will be retained in the RFB file, unopened. No responsibility will be attached to any person for the premature opening of a bid not properly identified.

1.4 Bids will be evaluated promptly after opening. Bid results will not be given over the telephone or prior to award. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of forty-five (45) calendar days thereafter.

1.5 The optional pre-bid meeting will be held at the Grand River Center parking garage located at 500 Bell St. Dubuque, Iowa 52001 at 8:00 a.m. on February 14, 2024. The parking garage will be open to potential bidders for inspection.

----- End of Section 1.0 -----

## **SECTION 2.0 – INSTRUCTIONS TO BIDDERS**

### **2.1 NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT UPON AWARD.**

At all times during the term of the Service and the Contract, the contractor shall procure and maintain insurance as described in Insurance Schedule F, Attachment C.

2.2 Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Dubuque, Iowa. Contract shall mean the Contract awarded, this Request for Bids, the Contractor's Bid, and all documents incorporated into the Contract. Service shall mean the service described in this Request for Bids. Contractor shall mean the firm providing services to the City. Project Manager shall mean the Leisure Service's Project and Facilities Manager who is the designated coordinator and administrator for the Services under this project.

2.3 A bidder representative who is authorized to bind the bidder must sign on behalf of the bidder to indicate to the City that the representative has read, understands, and will comply with the instructions and all terms and conditions stated in this Request for Bids and all attachments.

2.4 This Request for Bids does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in preparing necessary studies for the preparation of bids.

### **2.5 Bidder Responsibility**

It is the responsibility of each bidder to fully acquaint itself with the existing conditions relating to the project, and must inform itself as to the facilities involved, equipment required, and the difficulties and the restrictions related to the performance of the contract. The contractor, by the execution of the contract shall in no way be relieved of any obligation under the contract due to contractor's failure to receive or examine any contract document or visit the site and acquaint itself with the conditions there existing. City will be justified in rejecting any claim based on facts regarding which the contractor should have been aware of resulting from its inspection.

### **2.6 Addenda**

Any matter of this bid package that requires explanation or interpretation must be inquired into by the bidder in writing by February 15, 2024 prior to 2:00 pm. E-MAIL all questions to [jcharlan@cityofdubuque.org](mailto:jcharlan@cityofdubuque.org). Any and all questions will be responded to in the form of written addenda to all bidders. All addenda shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form. All Addenda will be posted on the City's website. It is the bidder's responsibility to check for addenda which can be located at:  
<https://www.cityofdubuque.org/bids.aspx>

## 2.7 Exceptions to Documents

The bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Bidders are cautioned that exceptions taken to this RFB may cause a bid to be rejected.

## 2.8 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the services being offered shall be addressed in writing and submitted with the bid.

## 2.9 Incomplete Information

Failure to complete or provide any of the information requested in this Request for Bid, including references, and/or additional information as indicated, may result in disqualification by reason of non-responsiveness.

## 2.10 In the event of conflict, the Special Terms and Conditions shall take precedence over the Standard Terms and Conditions included herein.

Be advised that any conversations in reference to this RFB between bidders and any City employee, City official or City Project Manager, during the entire competitive bidding process, is strictly prohibited. Such actions will result in rejection of a bid. **The ONLY official position of the City is that position which is stated in writing and issued by the Project and Facilities Manager.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

----- End of Section 2.0 -----

## **SECTION 3.0 – SPECIAL TERMS AND CONDITIONS**

### **3.1 Term of Contract**

3.1.1 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the services to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful bidder shall also be incorporated by reference into the Contract.

3.1.2 The City reserves the right to make changes to the services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional service or change the scope of the service until authorized in writing by the City. The Contractor shall make no claim for additional compensation in the absence of prior written approval and amendment of the Contract executed by both the Contractor and the City. The Contract may only be amended, supplemented, or modified by a written document executed by the Contractor and the City Manager.

3.1.3 In accordance with the provisions and conditions of the Contract, the Contractor shall freely enter into the Contract for the purpose of providing service to the City and to be compensated for the service.

### **3.1.4 Execution of Contract**

- a. Within ten (10) calendar days after the date of the City's Notice of Award, the successful bidder shall execute and deliver to the City a short form service contract provided by the City in such number of copies as the City may require.
- b. All forms required for this RFB shall be submitted and must be properly completed prior to execution of a contract by the City.
- c. Insurance documents shall be submitted in accordance with Schedule F and must be properly completed prior to execution of the contract by the City.
- d. The failure of the successful bidder to execute such contract and to supply the required forms, and insurance information within ten (10) calendar days after the date of City's Notice of Award, or within such extended period, based upon reasons determined sufficient by the City, shall constitute a default, and the City may either award the Contract to another bidder or re-advertise for bids.
- e. After the Contract, all required forms, and insurance documents have been properly provided, the City will execute the contract and issue the notice to proceed.

### 3.1.5 Agreed Costs of Delay

To complete the project efficiently and expeditiously, it is necessary to establish a completion schedule. It is understood that the current supply chain is difficult to predict. Nonetheless, some guidelines are necessary. All work shall be completed, whereby the amenities will be procured and installed in the timeframe as indicated.

## 3.2 Contract Forms

3.2.1 If a bidder intends to request that the City of Dubuque enter into any agreement form in connection with the award of this project, the form must be submitted with the bid for review by the City's legal counsel during the evaluation of bids. If such agreement requires that payments be remitted to other than the bidder, the bidder shall indicate the name and address of the firm to whom bidder would request payments to be made, and the firm's relationship to the bidder.

3.2.2 Bidders are advised that in the event any such agreement contradicts the City of Dubuque requirements, the bid may be rejected due to the contradiction unless the bidder indicates deletion of such clauses. If the agreement form indicates a firm other than the bidder is the Contractor, or payee, the proposed Contractor or payee must also indicate concurrence with the deletion of such clauses.

3.2.3 If no agreement form is included with the bid, no such form will be approved by the City during the evaluation or award process or following award of the Contract. If the bid does not indicate the proposed Contractor, the Contractor or payee to be a person or company other than the bidder, (1) only the bidder will be considered as the Contractor and (2) payments will be made only to the bidder to whom the Contract is awarded.

3.2.4 The City of Dubuque will in no case agree to terms not submitted for review with the bid.

## 3.3 Payment Terms and Invoice Submittal

3.3.1 Payment terms for service authorized under the Contract shall be net thirty (30) days upon receipt of an acceptable original invoice and after all service is performed, and the equipment is in place, functional, inspected, accepted and all required documentation and reports are received in a format acceptable to the City.

3.3.2 As a minimum, the invoice shall include the following:  
Contractor name and address.  
Date of service  
City requisition number  
Description of service  
The total amount being invoiced  
The Project/Project Name

3.3.3 Surcharges (i.e., fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

3.3.4 One invoice and supporting documentation shall be submitted within thirty (30) days after the service is completed to the identified department the service is being completed for.

3.3.5 The City may withhold payment for reasons including, but not limited to the following:

- Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
- Damage for which Contractor is liable under the Contract;
- Valid liens or claims of lien;
- Delay in the progress or completion of the service;
- Inability of Contractor to complete the service;
- Failure of Contractor to properly complete or document any pay request or invoice;
- Any other failure of Contractor to perform any of its obligations under the Contract;
- The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the Contract.

3.3.6 Actual travel time to and from the service location is not reimbursable under the Contract.

### **3.4 Treatment of Documents and Records**

#### **3.4.1 Ownership**

All documents and other materials prepared by the Contractor in connection with this project are the City's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by the City shall remain the sole property of the City. Nothing in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

----- End of Section 3.0 -----

## **SECTION 4.0 – SCOPE OF WORK & SPECIFICATIONS**

### **4.1 Introduction**

The City of Dubuque is seeking bids from qualified contractors for the replacement of the parking garage lighting system located at the Grand River Center in Dubuque, Iowa. The style and location of these fixtures are indicated on the plan in attachment G.

### **4.2 Contractor Responsibilities**

4.2.1 Communicate and schedule with the City of Dubuque, Grand River Center management, and other parties of interest necessary to complete the requirements of this project. Contact information for Grand River Center management staff will be provided at project kickoff. All areas to be worked in shall be communicated to Grand River Center staff a minimum of 48 hours in advance. The Contractor will block off and sign the area of work and Grand River Center management will use every attempt to remove vehicles to provide the contractor with a “clear” working environment. In the case of an abandoned vehicle the best efforts will be used to remove the vehicle based upon allowable regulations regarding abandoned vehicles. Contractor shall communicate with Grand River Center staff prior to commencing any work where obstacles or obstructions remain. At no time would more than one-quarter of the Grand River Center garage area be blocked off.

4.2.2 Guarantees and warranties on workmanship, materials, and equipment shall be included in the bid.

4.2.3 Any permits, licenses, or any other requirements to perform the duties of this contract shall be included and are the responsibility of the contractor.

4.2.4 All work shall conform to all applicable industry, federal, state, and local laws, codes, ordinances, requirements, and standards including the National Electrical Code.

4.2.5 Contractor is responsible for all measurements.

4.2.5 Any rebates available & applicable to the project and/or equipment should have information included in the bid, and if awarded, the selected contractor would provide the city with the appropriate documentation and paperwork.

4.2.6 Contractor is responsible for the proper handling of materials to include discarding debris and general cleanliness of the worksite during the project. Disposal of any material containing hazardous material (mercury, lead, etc.) will be performed in accordance with applicable laws and regulations.

4.2.7 Any person making deliveries to or working on City property must be identifiable by uniform, proper identification, and a marked vehicle. The Contractor shall only furnish employees who are competent and skilled for work under the Contract.

4.2.8 Contractor will fully test and verify all features of the new lighting to ensure proper function after the installation is completed. Contractor will demonstrate the features and function of new lighting system for the Grand River Center management.

4.2.9 During the duration of the project, any existing lighting that is removed and/or off for a period longer than 3 hours shall be supplemented with temporary lighting provided by the contractor to maintain a minimum 2 foot-candle average in any areas still accessible to the public.

### **4.3 Project Requirements**

4.3.1 Remove and dispose of existing parking garage lighting system and components.

4.3.2 Provide all necessary components, materials, parts, and labor to install a new fully functional lighting system in accordance with attachment E and G.

4.3.3 Contractor shall provide all required submittals as listed in the specifications in Attachment E. Once submittals are returned Approved or Approved as Noted, selected Contractor shall release products immediately for order. No substitutions of products will be allowed once bids are awarded.

4.3.4 If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.

4.3.5 The State of Iowa requires that all individual contractors and businesses performing “construction” work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>. If applicable, your Iowa Contractor Registration number is required on the Signature Page of this RFB.

4.3.6 Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that bidders will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the City of Dubuque in this area may be just cause for rejection.

4.3.7 Contractor shall exercise the utmost care when working on City property. The Contractor shall be responsible for and indemnify and hold the City harmless from all damage to the facility that may occur during this project. Any damage that may occur shall be reported to the City immediately. The City may direct the Contractor to undertake

immediate and reasonable steps to repair and remediate any damage. The Contractor shall maintain a written log describing all property damage reports, and the Contractor's activities to repair and remediate. This log shall include the dates for each damage report, pictures, contact information and resolution. If property damaged by the Contractor is not repaired or remediated in a timely basis as directed by the City, and to the satisfaction of the City, the City may, at its option, have the damage repaired at the Contractor's expense to be reimbursed to the City.

4.3.8 No part of this project will be subcontracted or assigned without prior written consent of the City, excluding any emergency work. Any subcontractor or assignee must meet the same qualifications in their field as the prime Contractor. The prime contractor shall be responsible for any payments to subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e. training, safety, insurance, etc.).

4.3.9 Unless otherwise provided in the contract requirements and specification, the Contractor shall furnish all labor, materials, and equipment for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of suitable type and grade for the purpose.

**4.3.10 All work will be fully completed no later than June 01, 2024.**

----- End of Section 4.0 -----

## **SECTION 5.0 – BID EVALUATION AND AWARD**

- 5.1 Award - Any award(s) made by the City of Dubuque is subject to prior approval by the City of Dubuque City Manager and/or City Council.
- 5.2 Award shall be made to the responsible bidder submitting the lowest responsive bid regarding the specifications set forth herein. The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City.
- 5.3 If the evaluation team determines that the project should be awarded, the process shall be as follows:
  - a) The evaluation team shall determine which responsible bidder has submitted the lowest responsive bid.
  - b) The City Council or City Manager or Designee based on dollar amount award the Contract and authorize signature of the Contract.
  - c) The City Manager executes the Contract.
- 5.4 If the evaluation team determines that all the bids received should be rejected, the bidders shall be notified by the Leisure Services Department accordingly. At that point, the City may, or may not, re-bid the project.
- 5.5 Award of the Contract shall be made to the lowest responsive and responsible bidder meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of bidder responsibility and responsiveness:
  - Adherence to specifications;
  - Service as specified in these bid documents;
  - Contractor's reputation and financial status;
  - Contractor's ability to meet the City's Insurance Requirements;
  - Current lead-time quoted;
  - Length of time committed for firm pricing;
  - Guarantees and warranties;
  - Satisfactory demonstration of equipment;
  - Past experience and service provided by bidder;
  - Strength of bidder's hiring and training program;
  - Ability and/or willingness to work with the City on disposition of material & equipment no longer required or otherwise defective;
  - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the Work and provide the products specified;
  - Strength of company's safety program and history.

- 5.6 The City of Dubuque reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
- 5.7 The bidder must not have any unresolved performance issues with the City of Dubuque. The bidder's performance as a prime contractor in previous City contracts shall be considered when evaluating the bidder's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the bidder does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the bidder's submittal based on its assessment of the bidder's prior performance.
- 5.8 In case of tie bids, the City will award based on the priority factors outlined in the City Purchasing Policy.

----- End of Section 5.0 -----

## **SECTION 6.0 – STANDARD TERMS AND CONDITIONS**

**ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection, and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

### **ADA COMPLIANCE**

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies, and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

**ASSIGNMENT** - The City and the Contractor each are hereby bound, and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

**BID CURRENCY/LANGUAGE** - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

**BID FORM** - Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

**BID INFORMATION IS PUBLIC** – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of

Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

**BID REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

**CONFLICT OF INTEREST** - The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

**CONTRACT DOCUMENTS** – The Contract Documents are this Contract, the Request for Bids, the Contractor's Bid, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Bids, the Contractor's Bid, and the following additional documents, if any:

**DISPUTES** - Should any disputes arise with respect to the Contract, the parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

**FORCE MAJEURE** - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure

is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

**INDEMNIFICATION** - To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**LAWS AND REGULATIONS** - The Contract shall be governed, interpreted, and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses, and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses, and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

**METHOD OF AWARDING** - The City reserves the right to make awards based on the entire bid or on an item by item basis. However, if Contractor's bid is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire bid.

**NO GIFT STANDARD** - The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

**NON-COLLUSION STATEMENT** - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement, or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly, or indirectly, by any other person, firm, or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

**NON-DISCRIMINATION AND EQUAL OPPORTUNITY** - All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

**REGULATORY AGENCY COMPLIANCE** - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

**RIGHT TO PROTEST** - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy.

**SAFETY DATA SHEETS** - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

**SUBCONTRACTING** - All Sub-Contractors shall be listed in the Contract or in a written amendment to the Contract.

**SUSPENSIONS AND DEBARMENT** - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

**TAXES** - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

**TERMINATION OF CONTRACT** - The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

**WARRANTIES - WORK** - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness, and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary because of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

**WARRANTIES - INTELLECTUAL PROPERTY** - Contractor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Contractor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Contractor further represents and warrants that the materials and Works does not infringe upon the

copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.

----- End of Section 6.0 -----

## **ATTACHMENT A – SUBMITTAL INSTRUCTIONS**

### **DOCUMENTS TO BE SUBMITTED WITH THIS BID – Attachment B**

- A. General Company Information Form
- B. Bid Pricing Submittal Form
- C. Bid Signature Page
- D. Bidder Status Form

### **DOCUMENTS TO BE SUBMITTED AFTER NOTICE OF AWARD**

- 1. Attachment C - Insurance requirements along with all required endorsements
- 2. Attachment D - Sales and Use Tax Exemption Certificate
- 3. Attachment F – Bond Form

----- End of Attachment A -----

**ATTACHMENT B – BID SUBMITTAL FORMS**

**BID SUBMITTAL FORMS**

For

**Grand River Center Parking Garage Lighting Replacement**

<b>FORM NAME</b>	<b>Page</b>
General Company Information Form.....	21-22
Bid Pricing Submittal Form.....	23
Signature Page Form.....	24
Bidder Status Form .....	25-26

## GENERAL COMPANY INFORMATION FORM

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

General Description of the Company: \_\_\_\_\_

Type of Organization (franchise, corporation, partnership, etc.) \_\_\_\_\_

Number of years in business: \_\_\_\_\_

### References

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope. (Name of firm, address, contact person, phone number)

#### Reference #1 - Name:

Address: \_\_\_\_\_

Contact Person & Phone: \_\_\_\_\_

Date & Description of Job: \_\_\_\_\_

Contract Value: \_\_\_\_\_

#### Reference #2 - Name:

Address: \_\_\_\_\_

Contact Person & Phone: \_\_\_\_\_

Date & Description of Job: \_\_\_\_\_

Contract Value: \_\_\_\_\_

#### Reference #3 - Name:

Address: \_\_\_\_\_

Contact Person & Phone: \_\_\_\_\_

Date & Description of Job: \_\_\_\_\_

Contract Value: \_\_\_\_\_

### Personnel

Name and title of person overseeing the City account: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

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

Names, titles, and years of experience of persons expected to service the City account:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Safety Record**

Has your company received an OSHA violation in the past five (5) years?

Yes

No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

## BID PRICING SUBMITTAL FORM

The contractor shall, at its sole cost and expense, provide, perform, and complete in the manner described and specified in this Request for Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight, and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work as described in Section 4.0. The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

### **Grand River Center Parking Lot Lighting Replacement Project # 3346000004**

#### **Base Bid:**

Provide cost for all labor, materials, and equipment to complete the project in strict adherence to, and inclusive of all costs outlined within, this RFB.

FOR THE SUM OF \$ \_\_\_\_\_.  
Dollars (\$ \_\_\_\_\_)

All work must be completed no later than June 1, 2024.

An approved signed contract, requisition, and notice to proceed will be the documents that authorize work to begin.

## SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the service described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Service be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative \_\_\_\_\_ Title: \_\_\_\_\_

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

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

### CONTRACTOR PRICING

Offered pricing shall remain firm for a minimum of forty-five (45) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

### ADDENDA {It is the bidder's responsibility to check for issuance of any addenda}

The above-signed hereby acknowledges receipt of the following addenda:

Addenda	Date:	Addenda	Date:
Number: _____	_____	Number: _____	_____
Addenda	Date:	Addenda	Date:
Number: _____	_____	Number: _____	_____

# Bidder Status Form

Please answer "Yes" or "No" for each of the following:

## To be completed by all Bidders

## Part A

Yes  No My company is authorized to transact business in Iowa.  
(To help you determine if your company is authorized, please review the worksheet on the next page).

Yes  No My company has an office to transact business in Iowa.

Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for Bids on this project.

Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident Bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident Bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident Bidder. Please complete Parts C and D of this form.

## To be completed by all resident Bidders

## Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

## To be completed by all non-resident Bidders

## Part C

Name of your home state or foreign country reported to the Iowa Secretary of State.

Does your company's home state or foreign country offer preferences to Bidders who are residents?  Yes  
 No

If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

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You may attach additional sheet(s) if needed.

## To be completed by all Bidders

## Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my Bid.

Firm Name: \_\_\_\_\_

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

You must submit the complete form to the government body requesting Bids per 875 Iowa Administrative Code Chapter 156  
This Form has been approved by the Labor Commissioner 309-6001 1

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No My business is a sole proprietorship, and I am an Iowa resident for Iowa income tax purposes.
- Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state and has not filed a statement of termination.
- Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and is not filed a statement of termination.
- Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

----- End of Attachment B -----

## **ATTACHMENT C – INSURANCE REQUIREMENTS**

### **City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub-Subcontractors**

### **INSURANCE SCHEDULE F**

#### **Class A:**

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

#### **Class B:**

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

#### **Class C:**

Carpet Cleaning	General Cleaning	Power Washing
Carpet & Resilient Flooring	Grass Cutting	Tile & Terrazzo Flooring
Caulking & Sealants	Janitorial	Window Washing
Acoustical Ceiling	Non Vehicular Snow & Ice Removal	
Filter Cleaning	Office Furnishings	

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,  
Subcontractors or Sub Subcontractors**

**INSURANCE SCHEDULE F (continued)**

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # \_\_\_\_\_ Project name: \_\_\_\_\_ or Project Location at \_\_\_\_\_ or construction of \_\_\_\_\_.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the **Leisure Services** **Department of the City of Dubuque.**
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to mutual agreement of the parties.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,  
Subcontractors or Sub Subcontractors**

**INSURANCE SCHEDULE F (continued)**

**EXHIBIT I**

**A) COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:  
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 520019 Contractor and subcontractor shall not use any drone without the prior written approval of the city of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

**B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa
Coverage B	Employers Liability
	Each Accident
	Each Employee-Disease
	Policy Limit-Disease

Policy shall include Waiver of Right to Recover from Others endorsement.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,  
Subcontractors or Sub Subcontractors**

Coverage B limits shall be greater if required by the umbrella/excess insurer.

**OR**

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**C) AUTOMOBILE LIABILITY**

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

**D) UMBRELLA/EXCESS LIABILITY**

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

**E) POLLUTION LIABILITY**

Coverage required:  Yes  No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,  
Subcontractors or Sub Subcontractors**

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:  
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) **Include endorsement indicating that coverage is primary and non-contributory.**
- 6) **Policy shall include waiver of right to recovery from others endorsement.**
- 7) **Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.**

**F) RAILROAD PROTECTIVE LIABILITY**

Coverage required:    Yes   X   No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$ \_\_\_\_\_ each occurrence (per limits required by Railroad)

\$ \_\_\_\_\_ policy aggregate (per limits required by Railroad)

**OR**

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,  
Subcontractors or Sub Subcontractors**

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

**PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**SPECIMEN**

----- End of Attachment C -----

**ATTACHMENT D – Sales and Use Tax Exemption Certificate****SALES AND USE TAX EXEMPTION CERTIFICATE**

The City of Dubuque, as a designated exempt entity awarding construction contracts, will issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.
2. Upon award of Contract the City will register the Contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to Contractor and each subcontractor.

**PROJECT INFORMATION REQUIREMENTS FOR  
STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES  
FOR CONTRACTORS & SUBCONTRACTORS**

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

**Sales tax exemption certificates are not provided to material suppliers.**

Contractor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	
Project Description:	
Start Date (Bid Opening Date):	
Final Completion Date:	
Contact Name:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (Or Include Social Security Number)	
Work Type to be Completed:	

----- End of Attachment D -----

## **ATTACHMENT E – Basic Electrical Requirements**

### **SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. General administrative requirements.
  - 1. Refer to City of Dubuque Section 2.0 - Instructions to Bidders and Section 4.0 - Scope of Work for additional requirements and conditions of the project.
- B. Preconstruction meeting.
  - 1. An OPTIONAL preconstruction meeting shall be offered to any interested contractors in order to review existing conditions and the scope of the project. NOT attending this meeting does not release a contractor of any conditions that are visible and apparent. Any additional information generated at the preconstruction meeting shall be issued via an Addendum posted on the City's website.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Requests for Interpretation (RFI)procedures.
- I. Submittal procedures.

##### **1.2 REFERENCE STANDARDS**

- A. AIA G716 - Request for Information.
- B. AIA G810 - Transmittal Letter.
- C. CSI/CSC Form 12.1A - Submittal Transmittal.
- D. CSI/CSC Form 13.2A - Request for Interpretation.

##### **1.3 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Engineer:
  - 1. Requests for Interpretation (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, andsamples.
  - 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.

#### **1.4 PROJECT COORDINATOR**

- A. Project Coordinator: Construction Manager.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for Building access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 10 00 - Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Engineer through the Project Coordinator:
  1. Requests for Interpretation.
  2. Requests for substitution.
  3. Shop drawings, product data, and samples.
  4. Test and inspection reports.
  5. Correction Punch List and Final Correction Punch List for Substantial Completion.
  6. Closeout submittals.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.1 PRECONSTRUCTION MEETING**

- A. Project Coordinator will schedule a meeting after Notice of Award.
- B. Attendance Required:
  1. Owner.
  2. Engineer.
  3. Contractor.
- C. Agenda:

1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
5. Designation of personnel representing the parties to Contract, \_\_\_\_\_ and Engineer.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

### **3.2 PROGRESS MEETINGS**

- A. Project Coordinator will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
  1. Contractor.
  2. Owner.
  3. Engineer.
  4. Contractor's superintendent.
  5. Major subcontractors.
- C. Agenda:
  1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of progress schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on progress schedule and coordination.
  11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

### **3.3 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.4 PROGRESS PHOTOGRAPHS**

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Engineer.
- D. In addition to periodic, recurring views, take photographs of each of the following events:
- E. Take photographs as evidence of existing project conditions as follows:
  - 1. Interior views:\_\_\_\_\_.
- F. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Via email.
  - 2. File Naming: Include project identification, date and time of view, and view identification.
  - 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
  - 4. Hard Copy: Printed hardcopy (grayscale) of PDF file and point of view sketch.

### **3.5 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.

C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.

1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
  - a. Approval of submittals (use procedures specified elsewhere in this section).
  - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
  - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
  - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
3. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
  - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Engineer, and any of its consultants, due to processing of such RFIs.

D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.

1. Official Project name and number, and any additional required identifiers established in Contract Documents.
2. Owner's, Engineer's, and Contractor's names.
3. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
4. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

E. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.

1. Indicate current status of every RFI. Update log promptly and on a regular basis.
2. Note dates of when each request is made, and when a response is received.
3. Highlight items requiring priority or expedited response.

F. Review Time: Engineer will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.

G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.

1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.

### **3.6 SUBMITTAL SCHEDULE**

- A. Submit to Engineer for review a schedule for submittals in tabular format.
  1. Submit at the same time as the preliminary schedule specified in Section - 01 32 16 - Construction Progress Schedule.
  2. Format schedule to allow tracking of status of submittals throughout duration of construction.
  3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.

### **3.7 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 Engineer for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

### **3.8 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 Engineer's knowledge as contract administrator or for Owner.

### **3.9 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
  1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.10 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.11 SUBMITTAL PROCEDURES**

- A. General Requirements:
  1. Use a separate transmittal for each item.
  2. 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.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  3. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
  4. Provide space for Contractor and Engineer review stamps.
  5. When revised for resubmission, identify all changes made since previous submission.
  6. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
  7. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- B. Product Data Procedures:
  1. Submit only information required by individual specification sections.

2. Collect required information into a single submittal.
3. Do not submit (Material) Safety Data Sheets for materials or products.

C. Transmit each submittal with AIA Form G810.

D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic 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. Deliver submittals to Construction Manager at business address.

H. Schedule submittals to expedite the Project, and coordinate submission of related items.

I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

K. Provide space for Contractor and Engineer review stamps.

L. When revised for resubmission, identify all changes made since previous submission.

M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

N. Submittals not requested will not be recognized or processed.

### **3.12 SUBMITTAL REVIEW**

A. Submittals for Review: Engineer will review each submittal, and approve, or take other appropriate action.

B. Engineer's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

C. Engineer's and consultants' actions on items submitted for review:

1. Authorizing purchasing, fabrication, delivery, and installation:
  - a. "Approved", or language with same legal meaning.
  - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
    - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
  - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
2. Not Authorizing fabrication, delivery, and installation:
  - a. "Revise and Resubmit".
    - 1) Resubmit revised item, with review notations acknowledged and incorporated.
  - b. "Rejected".
    - 1) Submit item complying with requirements of Contract Documents.

- D. Engineer's and consultants' actions on items submitted for information:
  - 1. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  - 2. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.

**END OF SECTION 01 30 00**

## **SECTION 01 78 00 - CLOSEOUT SUBMITTALS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

#### **1.2 SUBMITTALS**

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
  2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
  4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

### **PART 3 EXECUTION**

#### **2.1 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.
- 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.
- 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. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

## **2.2 OPERATION AND MAINTENANCE DATA**

- A. 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.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. 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.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

## **2.3 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 replaceable 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 specific products.

## **2.4 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.

- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Engineer, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

## **2.5 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION 01 78 00**

## **SECTION 26 01 01 - BASIC ELECTRICAL REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Submittals for Review
- B. Temporary power and lighting.
- C. Project Record Documents.
- D. Operation and Maintenance Data.
- E. Warranties and bonds.

#### **1.2 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 78 23: Operation and Maintenance Data
- C. Individual Product Sections: Specific requirements for operation and maintenance data.

#### **1.3 SUBMITTALS**

- A. Submittals for review: As required in individual sections.
- B. Operation and Maintenance Manuals: Submit documents to Project Manager with claim for final Application for Payment.
- C. Warranties and Bonds:
  1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
  3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

### **PART 2 EXECUTION**

#### **2.1 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  1. Product data.
  2. Shop drawings.
- B. Submit 1 electronic .pdf copy 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. In addition to the requirements of Section 01 33 00, each submittal copy to include, (In this order):

1. Cover sheet identifying the contents of the submittal, Contractor information, and Vendor information. Leave a minimum 8-1/2" x 4" blank space for Architect/Engineer review stamps.
2. Bill of material for all items submitted and lead times for each.
3. Table of Contents listing all items submitted and corresponding page numbers.
4. Original printed cut-sheets and/or shop drawings of items submitted. Items submitted for consideration shall be clearly marked. Submit only information that is relevant to the project.

D. Submit different systems separately or separated and identified by tabs.

E. Systems at minimum consist of all items within a common specification section and may consist of items from multiple specification sections submitted under a common heading, ie: "Electrical Distribution Equipment" (electric utility services, dry-type transformers, enclosed switches, panelboards, etc.)

F. All items required to be submitted from a single specification section shall be contained within a common submittal. Partial submittals are not acceptable.

## **2.2 ITEMS SUBMITTED AS EQUAL**

- A. Equipment submitted as equal to basis of design shall meet or exceed the performance characteristics specified.
- B. All substitution requests shall be made prior to bids being awarded. No alternate products will be accepted after bids have been awarded.

## **2.3 TEMPORARY POWER AND LIGHTING**

- A. Contractor shall provide temporary work power and lighting during construction. Conform to NEC Article 590.
- B. Lighting fixtures shown on plans shall not be used for temporary work lighting during construction. Fixtures found to be used prior to final installed condition shall be replaced at contractors expense.

## **2.4 PROJECT RECORD DOCUMENTS**

- A. Conform to the requirements of Section 01 7839.
- B. Maintain on site one set each 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.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
- C. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Field changes of dimension and detail.
2. Details not on original Contract drawings.

## **2.5 OPERATION AND MAINTENANCE DATA**

- A. Conform to the requirements of Section 01 7823.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

## **2.6 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. Conform to the requirements of Section 01 7823.
- B. For Each Item of Equipment and Each System:
  1. Final reviewed submittal.
  2. Description of unit or system, and component parts.
  3. Identify function, normal operating characteristics, and limiting conditions.
  4. Complete nomenclature and model number of replaceable parts.

## **2.7 OPERATION AND MAINTENANCE MANUALS**

- A. Conform to the requirements of Section 01 7823.
- B. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

## **2.8 WARRANTIES**

- A. Conform to the requirements of Section 01 7700.
- B. Electrical contractor and all related subcontractors to warranty the work to be free of defects for a period of one year from the date of Substantial Completion. Repair defects within the warranty period in a timely manner without additional charge to the Owner.
- C. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

**END OF SECTION 26 01 01**

## **SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.

#### **1.2 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- B. NFPA 70 - National Electrical Code.
- C. UL 467 - Grounding and Bonding Equipment.

#### **1.3 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  1. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.4 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

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

### **PART 2 PRODUCTS**

#### **2.1 GROUNDING AND BONDING REQUIREMENTS**

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

#### **2.2 GROUNDING AND BONDING COMPONENTS**

- A. General Requirements:
  1. Provide products listed, classified, and labeled as suitable for the purpose intended.
  2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:

1. Use insulated copper conductors unless otherwise indicated.

C. Connectors for Grounding and Bonding:

1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
2. Unless otherwise indicated, use mechanical connectors for accessible connections.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Make grounding and bonding connections using specified connectors.
  1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  3. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
- D. Equipment Grounding Conductor: Provide separate, insulated conductor within each branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

**END OF SECTION 26 05 26**

## **SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

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

#### **1.2 RELATED REQUIREMENTS**

- A. Section 26 05 33.13 - Conduit: Additional support and attachment requirements for conduits.
- B. Section 26 51 00 - Lighting: Additional support and attachment requirements for interior luminaires.

#### **1.3 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- B. NFPA 70 - National Electrical Code.
- C. NFPA 101 - Life Safety Code.

#### **1.4 ADMINISTRATIVE REQUIREMENTS**

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

#### **1.5 QUALITY ASSURANCE**

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

#### **1.6 DELIVERY, STORAGE, AND HANDLING**

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

### **PART 2 PRODUCTS**

#### **2.1 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:

1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 2.5". Include consideration for vibration, equipment operation, and shock loads where applicable.
4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
  - a. Indoor Dry Locations: Use zinc-plated steel unless otherwise indicated.
  - b. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.

B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.

1. Conduit Straps: One-hole or two-hole type; steel.
2. Conduit Clamps: Bolted type unless otherwise indicated.

C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.

D. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.

E. Anchors and Fasteners:

1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
2. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
3. Hollow Masonry: Use toggle bolts.
4. Hollow Stud Walls: Use toggle bolts.
5. Steel: Use beam clamps or machine bolts.
6. Sheet Metal: Use sheet metal screws.
7. Wood: Use wood screws.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

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

### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Do not penetrate or otherwise notch or cut structural members without approval of Architect.
- E. Equipment Support and Attachment:
  - 1. Use metal fabricated supports to support equipment as required.
- F. Secure fasteners according to manufacturer's recommended torque settings.
- G. Remove temporary supports.

### **3.3 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION 26 05 29**

## **SECTION 26 05 33.16 - BOXES FOR ELECTRICAL SYSTEMS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Wall and ceiling outlet boxes.

#### **1.2 RELATED REQUIREMENTS**

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- B. Section 26 05 33.13 - Conduit:
  - 1. Conduit bodies and other fittings.
  - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- C. Section 26 27 26 - Wiring Devices:
  - 1. Wall plates.
  - 2. Additional requirements for locating boxes for wiring devices.

#### **1.3 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- E. NFPA 70 - National Electrical Code.
- F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- G. UL 514A - Metallic Outlet Boxes.

#### **1.4 ADMINISTRATIVE REQUIREMENTS**

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

5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.5     QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

#### **1.6     DELIVERY, STORAGE, AND HANDLING**

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

### **PART 2 PRODUCTS**

#### **2.1     BOXES**

##### **A. General Requirements:**

1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled as suitable for the purpose intended.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

##### **B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:**

1. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
2. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit or exposed intermediate metal conduit (IMC) is used.
3. Use raised covers suitable for the type of wall construction and device configuration where required.
4. Use shallow boxes where required by the type of wall construction.
5. Do not use "through-wall" boxes designed for access from both sides of wall.
6. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
7. Boxes for Supporting Luminaires or Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.

8. Minimum Box Size, Unless Otherwise Indicated:
  - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
  - b. Ceiling Outlets: 4 inch octagonal or square by 2-1/8 inch deep (100 by 54 mm) trade size.
9. Wall Plates: Comply with Section 26 27 26.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:

1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA 250 Environment Type, Unless Otherwise Indicated:
  - a. Outdoor Locations: Type 3R, painted steel.
3. Junction and Pull Boxes Larger Than 100 cubic inches:
  - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

## **2.2 OUTLET BOXES**

A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.

1. Luminaires and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.

B. Wall Plates for Finished Areas: As specified in Section 26 27 26.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

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

### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- E. Box Locations:
  1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.
  2. Unless dimensioned, box locations indicated are approximate.
  3. Locate boxes so that wall plates do not cross masonry joints.

4. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
5. Locate junction and pull boxes as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 05 34.
6. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
  - a. Concealed above accessible suspended ceilings.
  - b. Within joists in areas with no ceiling.

F. Box Supports:

1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.

G. Install boxes plumb and level.

H. Flush-Mounted Boxes:

1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

I. Install boxes as required to preserve insulation integrity.

J. Close unused box openings.

K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

L. Provide grounding and bonding in accordance with Section 26 05 26.

M. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.

N. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.

O. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.

P. Support boxes independently of conduit.

**3.3 ADJUSTING**

- A. Adjust flush-mounting outlets to make front flush with finished wall material.
- B. Install knockout closures in unused box openings.

**3.4      CLEANING**

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

**END OF SECTION 26 05 33.16**

## **SECTION 26 05 53 - IDENTIFICATION**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Wire and cable markers.

#### **1.2 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code.

#### **1.3 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
  1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
  2. Do not install identification products until final surface finishes and painting are complete.

#### **1.4 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

#### **1.5 FIELD CONDITIONS**

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

### **PART 2 PRODUCTS**

#### **2.1 IDENTIFICATION REQUIREMENTS**

- A. Existing Work: Unless specifically excluded, identify existing elements to remain that are not already identified in accordance with specified requirements.
- B. Identification for Conductors and Cables:
  1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
  2. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
    - a. At each source and load connection.
    - b. Within boxes when more than one circuit is present.
- C. Identification for Boxes:
  1. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
    - a. For exposed boxes in public areas, use only identification labels.

## **2.2 WIRE AND CABLE MARKERS**

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth type markers suitable for the conductor or cable to be identified.
- B. Legend: Power source and circuit number or other designation indicated.
- C. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
  - 1. Do not use handwritten text.
- D. Minimum Text Height: 1/8 inch.
- E. Color: Black text on white background unless otherwise indicated.
- F. Locations: Each conductor at panelboard gutters, pull boxes, outlet boxes, and junction boxes each load connection.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

### **3.2 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  - 1. Boxes: Outside face of cover.
  - 2. Conductors and Cables: Legible from the point of access.
- C. Mark all handwritten text, where permitted, to be neat and legible.

**END OF SECTION 26 05 53**

## **SECTION 26 27 26 - WIRING DEVICES**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Device plates and box covers.

#### **1.2 RELATED REQUIREMENTS**

- A. Section 26 05 33.16 - Boxes for Electrical Systems.

#### **1.3 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices.
- C. NFPA 70 - National Electrical Code.
- D. UL 514D - Cover Plates for Flush-Mounted Wiring Devices.

#### **1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
  2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
  3. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
  4. Coordinate the core drilling of holes for poke-through assemblies with the work covered under other sections.
  5. Notify Engineer of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

#### **1.5 SUBMITTALS**

- A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

#### **1.6 QUALITY ASSURANCE**

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

#### **1.7 EXTRA MATERIALS**

### **PART 2 PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Cooper Wiring Devices: [www.cooperwiringdevices.com](http://www.cooperwiringdevices.com).

- B. GE Industrial: [www.geindustrial.com](http://www.geindustrial.com).
- C. Leviton Manufacturing, Inc: [www.leviton.com](http://www.leviton.com).
- D. Pass and Seymour
- E. Or approved equal.

## **2.2 ALL WIRING DEVICES**

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- B. Finishes:
  - 1. All Wiring Devices: White with white nylon wall plate unless otherwise indicated.

## **2.3 WALL PLATES**

- A. Wall Plates: Comply with UL 514D.
  - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard.
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- B. Galvanized Steel Wall Plates: Rounded corners and edges, with corrosion resistant screws.
- C. Weatherproof Covers for Damp Locations: Gasketed, cast aluminum, with self-closing hinged cover and corrosion-resistant screws; listed as suitable for use in wet locations with cover closed.

# **PART 3 EXECUTION**

## **3.1 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

## **3.2 PREPARATION**

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### **3.3 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- E. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- F. Install securely, in a neat and workmanlike manner, as specified in NECA 1.
- G. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- H. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

### **3.4 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect each wiring device for damage and defects.
- C. Correct wiring deficiencies and replace damaged or defective wiring devices.

### **3.5 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.

### **3.6 CLEANING**

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

**END OF SECTION 26 27 26**

## **SECTION 26 51 00 - LIGHTING**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Luminaires and accessories.
- B. LED drivers.
- C. Accessories.

#### **1.2 RELATED REQUIREMENTS**

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- B. Section 26 05 33.16 - Boxes for Electrical Systems.

#### **1.3 REFERENCE STANDARDS**

- A. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products.
- B. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- D. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems.
- E. NFPA 70 - National Electrical Code.
- F. UL 1598 - Luminaires.
- G. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products.

#### **1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
  2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
  3. Notify Engineer of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

#### **1.5 SUBMITTALS**

- A. Shop Drawings:
  1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.

2. Provide photometric calculations where luminaires are proposed for substitution upon request.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
  1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  1. See Section 01 60 00 - Product Requirements, for additional provisions.
  2. Extra LED Drivers: Two percent of total quantity installed for each type, but not less than one of each type.
- F. Project Record Documents: Record actual connections and locations of luminaires and any associated remote components.

## **1.6     QUALITY ASSURANCE**

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

## **1.7     DELIVERY, STORAGE, AND PROTECTION**

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting) and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

## **1.8     FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.
- B. Fixtures installed as part of this contract shall not be energized prior to their final permanent installation. Use of contract luminaires as temporary construction lighting is prohibited.

## **1.9     WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide five-year manufacturer warranty for LED luminaires, including drivers.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Refer to luminaire schedule included on the lighting drawings.

### **2.2 LUMINAIRE TYPES**

- A. Furnish products as indicated in lighting schedule included on the drawings.

### **2.3 LUMINAIRES**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, drivers, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. LED Luminaires:
  1. Components: UL 8750 recognized or listed as applicable.
  2. Tested in accordance with IES LM-79 and IES LM-80.
  3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 testdata.

### **2.4 BALLASTS AND DRIVERS**

- A. Dimmable LED Drivers:

- 1. Dimming Range: Continuous dimming from 100 percent to ten percent relative light output unless dimming capability to lower level is indicated, without flicker.
  - 2. Control Compatibility: Fully compatible with the dimming controls to be installed.

### **2.5 ACCESSORIES**

- A. Stems for Suspended Luminaires: Steel tubing, minimum 1/2" size, factory finished to match luminaire or field painted as directed.
- B. Threaded Rods for Suspended Luminaires: Zinc-plated steel, minimum 1/4" size, field-painted as directed.
- C. Provide bird guard covers as specified.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### **3.2 PREPARATION**

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### **3.3 INSTALLATION**

- A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- D. Provide required support and attachment in accordance with Section 26 05 29.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Suspended Ceiling Mounted Luminaires:
  1. Secure pendant-mounted luminaires to building structure.
- G. Suspended Luminaires:
  1. Unless otherwise indicated, specified mounting heights are to bottom of luminaire.
  2. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.
  3. Install canopies tight to mounting surface.
  4. Unless otherwise indicated, support pendants from swivel hangers.
- H. Exposed Ceilings: Support surface mounted luminaires in exposed structure directly from building structure.
  - I. Install accessories furnished with each luminaire.
  - J. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
  - K. Bond products and metal accessories to branch circuit equipment grounding conductor.

### **3.4 FIELD QUALITY CONTROL**

- A. Inspect each product for damage and defects.
- B. Operate each luminaire after installation and connection to verify proper operation.
- C. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Engineer.

### **3.5 ADJUSTING**

### **3.6 CLEANING**

- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.
- B. Clean electrical parts to remove conductive and deleterious materials.
- C. Remove dirt and debris from enclosures.
- D. Clean photometric control surfaces as recommended by manufacturer.
- E. Clean finishes and touch up damage.

### **3.7 CLOSEOUT ACTIVITIES**

- A. Demonstration: Demonstrate proper operation of luminaires to Engineer, and correct deficiencies or make adjustments as directed.

### **3.8 PROTECTION**

- A. Protect installed luminaires from subsequent construction operations.

### **3.9 PROTECTION**

- A. Replace luminaires that have failed lamps at Substantial Completion.

**END OF SECTION 26 51 00**

----- End of Attachment E -----

## **ATTACHMENT F – BOND**

### **PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the "Contractor" or "Principal") and \_\_\_\_\_

\_\_\_\_\_, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2024,

(hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for \_\_\_\_\_ Project detail the following described improvements:

#### **INSERT PROJECT DESCRIPTION (Use description from Notice to Bidders)**

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

- 1      **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
  
- 2      **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the

claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3 MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

- 3.1 To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
- 3.2 To keep all work in continuous good repair; and
- 3.3 To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4 GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- 4.1 To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
- 4.2 To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
- 4.3 To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- 4.4 That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- 4.5 That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or

construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. \_\_\_\_\_

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SURETY COUNTERSIGNED BY:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Company Telephone Number

**PRINCIPAL:**

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**FORM APPROVED BY:**

\_\_\_\_\_  
Representative for Owner

**SURETY:**

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

**NOTE:**

- 1 All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
- 2 This Bond must be sealed with the Surety's raised, embossing seal.
- 3 The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

----- End of Attachment F -----

## **ATTACHMENT G – Lighting Plan**

End of Attachment C

GRAND RIVER CENTER PARKING GARAGE	
EL1.10	LIGHTING PLAN
	
<p>500 BELL STREET DUBUQUE, IA 52001</p> <p>CITY OF DUBUQUE</p>	

## 100% CONSTRUCTION DRAWINGS

**RDg...**  
PLANNING • DESIGN

EL1.10