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

Administration Building
1251 334th Street
Woodward, Iowa 50276
Atlas Project Number: 204BS06333

1.0 SCOPE OF SERVICES

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

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

1. Review any existing hazardous building material survey reports relating to the site, if available.
2. Identify suspect asbestos-containing materials (ACM), surface coatings potentially containing lead paint, and hazardous building materials within the planned renovation work areas.
3. Collect and analyze bulk samples of suspect asbestos containing materials and collect paint chip samples from representative surface coatings potentially containing lead-based or lead-containing paint.
4. Provide laboratory analysis of collected samples.
5. Provide a report of findings with copies and interpretation of analytical results and identifying the locations of asbestos-containing materials, lead paint, and hazardous building materials.

2.0 GENERAL SITE CONDITIONS

The survey was conducted at the Administration Building located at 1251 334th Street in Woodward, Iowa.

3.0 ASBESTOS SURVEY

On October 13th & 16th, 2023, the Administration Building at 1251 334th Street in Woodward, Iowa 50276 was inspected for asbestos-containing building materials by inspector Eric Brown of Atlas. Mr. Brown has completed the requisite training for asbestos accreditation as inspectors at a state approved training provider under TSCA Title II. Mr. Brown's State of Iowa Inspector number is 23-9474.

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

3.1 Regulation Review

The U.S. EPA qualifies asbestos-containing materials (ACM) as materials with an asbestos content greater than 1%. The following definitions are taken from Section 61.141 of Subpart M, Part 61 of Title 40: Protection of Environment of the Code of Federal Regulations (CFR).

- "Category I non-friable asbestos-containing material (ACM)" is defined as asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy (PLM).

- "Category II non-friable ACM" is defined as any material, excluding Category I non-friable ACM, containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that, when dry, ***cannot*** be crumbled, pulverized, or reduced to powder by hand pressure.

- "Friable asbestos material" is defined as any material containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that when dry, ***can*** be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10% as determined by a method other than point counting by PLM, verify the asbestos content by point counting using PLM.

3.2 Homogeneous Areas

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

professional judgment of the inspector.

3.3 Sampling Strategy

The sampling strategy incorporated AHERA requirements, quantities of suspect material, and the inspector's judgment to aid in the identification of suspect asbestos-containing materials. If the analytical results indicated that all the samples collected per homogeneous area did not contain asbestos, then the homogeneous area (material) was considered non-asbestos-containing. However, if the analytical results of one or more of the samples collected per homogeneous area indicated that asbestos was present in quantities greater than one percent asbestos (as defined by EPA), all of the homogeneous area (material) was treated as an asbestos-containing material regardless of any other analytical results. Materials which were visually determined to be non-asbestos (i.e. fibrous glass, foam rubber, etc.) by the accredited inspector were not required to be sampled. Actual collection of a bulk asbestos sample involves physically removing approximately one square inch (1 in^2) of material and placing it in an airtight sample container. Sample containers were marked with a unique identification number, which was documented in the field notes.

3.4 Suspect Asbestos-Containing Materials

The following table contains a list of the one hundred thirty-three (133) identified suspect asbestos containing materials sampled:

TABLE 1: SUSPECT ASBESTOS MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Window Glazing	3rd Floor	A1
Plaster	3rd Floor Stair Landing	A2
Wall Board	3rd Floor SE Room	A3
Terrazzo	3rd Floor	A4
Drywall	3rd Floor	A5
Plaster	3rd Floor	A6
Plaster	3rd Floor	A7
Window Glazing	2nd Floor Restroom	A8
Plaster	2nd Floor	A9
Brown Pucks	2nd Floor	A10
1' x 1' Ceiling Tile	2nd Floor	A11
Plaster	2nd Floor NE Center Room	A12
Paint Texture	2nd Floor Security Room	A13

TABLE 1: SUSPECT ASBESTOS MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Plaster	2nd Floor SE Center Room	A14
Wall Board	2nd Floor SE Center Room	A15
Terrazzo	2nd Floor Mist Room	A16
Carpet Mastic Tan	2nd Floor Mist room	A17
Carpet Mastic	2nd Floor Walnut Room	A18
Carpet Mastic	2nd Floor Security Room	A19
Ceiling Texture Paint	2nd Floor Security Room	A20
Ceiling Texture Paint	2nd Floor Security Room	A21
TSI Sm	Basement	A22
TSI Sm	Basement	A23
TSI Sm	Basement	A24
TSI Lg	Basement	A25
TSI Lg	Basement	A26
TSI Lg	Basement	A27
TSI Med	Basement	A28
TSI Med	Basement	A29
TSI Med	Basement	A30
TSI Sealant White	Basement	A31
TSI Sealant White	Basement	A32
TSI Sealant White	Basement	A33
Vibration Damper	Basement	A34
Plaster	Basement Stairway	A35
Plaster	Records Refrigerator	A36
Terrazzo	Records	A37
Plaster	Records 2nd Floor	A38
Plaster	Human Resources	A39
Drywall Mud	Human Resources	A40
Drywall	Human Resources	A41
Terrazzo	SDU Annex	A42
Carpet Mastic Tan	SDU Annex	A43
Vinyl Flooring	SDU Annex	A44

TABLE 1: SUSPECT ASBESTOS MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
4” Cove Base Brown	SDU Annex	A45
Cove Base Mastic Tan	SDU Annex	A46
Vinyl Flooring	SDU Annex Restroom	A47
Carpet Mastic Tan	Investigations	A48
1” Hexagonal Floor Tile Grout Gray	Investigations	A49
Plaster Faux Brick Pattern	Investigations	A50
Brick Mortar	Investigations	A51
1” Hexagonal Floor Tile Grout Gray	Investigations	A52
1” Hexagonal Floor Tile Grout Gray	Print Shop	A53
Door Gasket	Print Shop	A54
Glass Block Grout	Hallway	A55
Glass Block Grout	Hallway	A56
Glass Block Grout	Hallway	A57
Ceiling Texture	Hallway	A58
Ceiling Texture	Hallway	A59
Ceiling Texture	Hallway	A60
Ceiling Texture	Hallway	A61
Ceiling Texture	Hallway	A62
Terrazzo	SDU	A63
Carpet Mastic Brown	SDU	A64
2’ x 4’ Ceiling Tile	SDU	A65
12” x 12” VFT Brown	SDU Kitchen	A66
VFT Mastic Black	SDU Kitchen	A67
White Caulk	SDU Kitchen	A68
Sink Insulation Lt Tan	SDU Kitchen	A69
Vinyl Flooring	SDU Men’s Restroom	A70
Vinyl Flooring Mastic Tan	SDU Men’s Restroom	A71
4” Cove Base Black	SDU Men’s Restroom	A72
Cove Base Mastic Tan	SDU Men’s Restroom	A73
Caulk White	SDU Men’s Restroom	A74
Ceiling Texture	Administration Office	A75

TABLE 1: SUSPECT ASBESTOS MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Ceiling Texture	Administration Office	A76
Ceiling Texture	Administration Office	A77
9” x 9” VFT Beige	Administration Office Women’s Restroom	A78
VFT Mastic Black	Administration Office Women’s Restroom	A79
Drywall	Administration Office	A80
Plaster	Administration Office	A81
16” x 16” VFT Lt Brown	Administration Office	A82
9” x 9” VFT Beige	Administration Office Women’s Restroom	A83
VFT Mastic Tan	Administration Office Women’s Restroom	A84
VFT Mastic Tan	Administration Office	A85
VFT Mastic Lt Tan	Administration Office	A86
Terrazzo	Administration Office	A87
1’ x 1’ Ceiling Tile (22 holes)	Vending Machine	A88
Ceiling Pucks Brown	Vending Machine	A89
Drywall	Vending Machine	A90
12” x 12” VFT Cream	Business Office	A91
Vinyl Flooring Dk Red	Business Office	A92
Vinyl Flooring Dk Red	Business Office	A93
Drywall Mud	Business Office	A94
2’ x 4’ Ceiling Tile	Business Office	A95
Floor Tile Grout	Business Office	A96
Carpet Mastic Tan	Business Office	A97
Vinyl Flooring Dk Red	Business Office	A98
12” x 12” VFT Lt Brown	Business Office Women’s Restroom	A99
Caulk White	Business Office Women’s Restroom	A100
Carpet Mastic Blue	Switchboard	A101

TABLE 1: SUSPECT ASBESTOS MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Floor Leveling Compound White	Switchboard	A102
9” x 9” VFT	Switchboard	A103
VFT Mastic Black	Switchboard	A104
2’ x 2’ Ceiling Tile	Switchboard	A105
2’ x 2’ Ceiling Tile	Switchboard	A106
Carpet Mastic Blue	Switchboard	A107
Floor Leveling Compound White	Switchboard	A108
Carpet Mastic Blue	Switchboard	A109
Floor Leveling Compound White	Switchboard	A110
9” x 9” VFT	Switchboard	A111
VFT Mastic Black	Switchboard	A112
Drywall Mud	Switchboard	A113
Drywall Mud	Switchboard	A114
Drywall Mud	Switchboard	A115
12” x 12” VFT Blue/Green	Switchboard	A116
VFT Mastic Tan	Switchboard	A117
Drywall Tape Lt Tan	Switchboard	A118
2’ x 2’ Ceiling Tile	Switchboard	A119
4” Cove Base Brown	Switchboard	A120
Cove Base Mastic Tan	Switchboard	A121
16” x 16” VFT Lt Brown	Switchboard	A122
VFT Mastic Gray	Switchboard	A123
16” x 16” VFT Lt Brown	Switchboard	A124
VFT Mastic Gray	Switchboard	A125
36” x 36” VFT Red	Switchboard	A126
36” x 36” VFT Red	Switchboard	A127
VFT Mastic Gray	Switchboard	A128
Drywall	Switchboard	A129
Plaster	Switchboard	A130
Ceiling Texture	Hallway	A131
Plaster	Vending Machine	A132

TABLE 1: SUSPECT ASBESTOS MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Plaster	Vending Machine	A133

The following table is a summary of the suspect asbestos-containing materials that have been determined, through laboratory analysis, to contain asbestos:

TABLE 2: IDENTIFIED ASBESTOS-CONTAINING MATERIALS				
MATERIAL	**LOCATION**	**SAMPLE NUMBER**	**APPROX. QUANTITY**	**ASBESTOS CONTENT**
Window Glazing	Throughout	A1, A8	312 Windows	2% Chrysotile
Brown Ceiling Tile Pucks	2nd Floor	A10	280 SQFT	2% Chrysotile
Vinyl Flooring	SDU Annex	A44	650 SQFT	15% Chrysotile
9” x 9” VFT Beige	Administration Office Women’s Restroom	A78, A83	70 SQFT	3% Chrysotile
Drywall Mud	Business Office	A94	500 SQFT	<1% Chrysotile
9” x 9” VFT and Black Mastic	Switchboard	A103, 104, 111, 112	200 SQFT	<1% Chrysotile (tile) 3-4% Chrysotile (mastic)
SQFT = Square Feet, LF = Linear Feet MF = Mechanical Fittings				

3.5 Laboratory Analytical Results

Bulk samples were analyzed by EMSL Analytical, Inc. Polarized Light Microscope analysis, utilizing dispersion staining techniques (ref.: EPA Method 600/M4-82-020), was performed to determine the asbestos content of the bulk samples collected at the site. This laboratory is currently a proficient participant in the American Industrial Hygiene Association (AIHA) Bulk Asbestos Proficiency Analytical Testing Program; a quality assurance program for polarized light microscopy analysis. Any material that contains greater than one percent asbestos is considered an ACM and must be handled according to Occupational Safety and Health Administration (OSHA), EPA, and all applicable state and local regulations.

Laboratory test results are provided in Appendix A.

4.0 LEAD PAINT SURVEY

On October 13th & 16th, 2023 the Administration Building was inspected for lead

paint by Eric Brown of Atlas. The purpose of the survey was to identify locations and concentrations of lead in paints and coatings on interior building components that may be disturbed as part of planned renovation activities.

4.1 Inspection

The lead survey was performed in general accordance with the U.S. Housing and Urban Development Chapter 7 of the *Guidelines for the evaluation and Control of Lead-Based Paint Hazards in Housing* (1997 Revision). Survey criteria included the inspection and sampling of the representative painted surfaces on the interior of the building.

Regulatory limits from the Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) establishes that lead-based paint (LBP) by definition is paint that contains more than 0.5% of lead in paint. OSHA's "Lead in Construction Standard" (29 CFR 1926.1101) addresses any concentration of lead in paint ("lead-containing paint").

Prior to demolition or renovation activities, all contractors involved should be notified regarding the presence of painted components under the guidelines of the OSHA Lead in Construction standard 29 CFR 1926.62. Care should be exercised in acknowledging that the OSHA 29 CFR 1926.62 has no LBP threshold definition and is concerned with exposures generated by LBP disturbances, which may include materials containing less than 0.5% lead by weight. The OSHA regulations are based strictly on airborne lead concentrations; therefore, the measured lead concentration of the paint and the method of paint disturbance will both factor into the potential airborne hazard.

OSHA requires the contractor to inform its employees of potential lead hazards, based upon the work being performed. The purpose of OSHA's Lead Construction Standard is to reduce the exposure to lead for all construction workers. It is for this reason that Atlas recommends contractors be informed of the presence of lead. OSHA's standard includes an 8-hour time weighted average (TWA) of 50 micrograms of lead per cubic meter of air (mg/m^3) and an action level (regardless of respirator use) of 30 mg/m^3.

Prior to disposal of debris that contains materials that have been found to contain lead, conduct a Toxicity Characteristic Leaching Procedures (TCLP) on representative solid wastes. This will determine if the debris requires a hazardous waste disposal site. A TCLP was not collected as part of this current inspection.

4.2 Lead Paint Testing

A total of twenty-five (25) surface coatings were tested to determine the concentration of lead. The sampling generally involved the collection of the paint on the surface down to the substrate over an area of approximately 2 to 3 square

inches. A summary of the tested paints is provided in the table below. In order for a surface coating to be considered a lead-based paint, the paint must contain lead in concentrations greater than 0.5% by weight. A detectable concentration of lead in the surface coating below 0.5% by weight is considered a lead-containing paint. The full copy of the lead analytical results is included in Appendix A.

Lead Paint Sampling Summary				
Sample ID	**Sample Location**	**Representative Material**	**Paint Color**	**Lead Content %**
PC A1	**3rd Floor Switchboard**	**Wall**	**Green**	**13 %**
PC A2	**3rd Floor Switchboard**	**Wall**	**Green**	**30 %**
PC A3	**3rd Floor Switchboard**	**Wall/Window**	**White**	**20 %**
PC A4	**3rd Floor Switchboard**	**Radiator**	**Silver**	**0.52 %**
PC A5	2nd Floor Switchboard	Radiator	Cream	0.40 %
PC A6	**2nd Floor Switchboard**	**Wall**	**Lt Brown**	**14 %**
PC A7	**2nd Floor Switchboard**	**Ceiling**	**Yellow**	**3.7%**
PC A8	2nd Floor Switchboard	Wall	Yellow	0.12 %
PC A9	**Basement Stairs**	**Wall**	**Gray**	**20 %**
PC A10	**Basement Stairs**	**Wall**	**Lt Blue**	**23 %**
PC A11	**Records Stairs**	**Wall**	**White**	**16 %**
PC A12	**Records**	**Wall**	**Peach**	**2.9 %**
PC A13	Records	Wall	Lt Green	0.36 %
PC A14	**Records**	**Wall**	**Green**	**2.1 %**
PC A15	**Records Stairs**	**Wall**	**Yellow**	**12 %**
PC A16	**Records 3rd Floor**	**Floor**	**Reddish Brown**	**1.8 %**
PC A17	Human Resources	Wall	White	0.24 %
PC A18	**SDU Annex**	**Wall**	**White**	**19 %**
PC A19	**Investigations**	**Wall**	**Beige**	**3.1 %**
PC A20	Investigations	Wall	Green	0.011 %
PC A21	**Hallway**	**Radiator**	**Silver**	**1.9 %**
PC A22	**Print Shop**	**Wall**	**Cream**	**3.5 %**
PC A23	SDU I Room	Wall	Pink	0.022 %
PC A24	SDU Copy Room	Wall	Brown	0.36 %
PC A25	**Administration Office**	**Wall**	**Beige**	**3.7 %**

- Test results identified the presence of lead-*based* paint in samples collected from the Green, White, and Silver paints on 3rd floor in the switchboard, the Light Brown and Yellow paints on 2nd floor in switchboard, the Gray and Light Blue paints in the basement stairs, the White, Peach, Green, Yellow, and Reddish Brown paints in records, the White paint in the SDU annex, the Beige paint in investigations, the Silver paint on the radiators in the hallways, the Cream paint in the print shop, and the Beige paint in the administration office.
- Lead-*containing* paint was identified in the samples collected from Cream paint on the 2nd floor switchboard radiator, the Yellow paint on 2nd floor walls in switchboard, the Lt Green paint in records, the White paint in human resources, the Green paint in investigations, and the Pink and Brown paints in SDU.

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

5.0 HAZARDOUS MATERIALS ASSESSMENT

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

TABLE 1. HAZARDOUS BUILDING MATERIALS

Category	Material	Estimated Quantity
Poly-Chlorinated Biphenyl (PCBs)	Transformers	N/A
	Transistors	N/A
	Light Ballasts	N/A
Mercury	Thermostats	N/A
	Switches/Relays	N/A
	Fluorescent Light Tubes	242 bulbs
	High Intensity Discharge lights	N/A
	Thermometers/ Manometers	N/A
Batteries	Smoke Detectors	58 (electronic)
	Emergency Lighting Systems	24 Deep cycle Batteries
	Exit Signs	15
	Flashing Fire Alarms	22

TABLE 1. HAZARDOUS BUILDING MATERIALS		
Category	**Material**	**Estimated Quantity**
Chlorofluorocarbons (CFCs) or Hydro Chlorofluorocarbons (HCFCs)	Refrigerators/Freezers/Chillers	N/A
Low Level Radioactive Sources (LLR)	Smoke/Fire Alarms	N/A

Hazardous materials or universal wastes identified in Table 1 shall be removed as part of the renovation contractor's scope of work and disposed of according to US EPA Toxic Substances Control Act (TSCA) and the State of Iowa regulations.

6.0 CONCLUSIONS

The following conclusions and recommendations are summarized as follows:

- Asbestos was identified in the window glazing, brown ceiling pucks, the vinyl flooring in the SDU complex, the 9" x 9" VFT in the administration's women's restroom, the drywall mud in the business office, the 9" x 9" VFT and black mastic in the switchboard.
- Test results identified the presence of lead-based paint in the green, white, silver, yellow (on the ceiling), and brown paints in the switchboard, the gray and light blue paints in the basement stairs, the white, peach, green, yellow, and reddish brown paints in records, the white paint in the SDU annex, the beige paint in investigations, the silver paint on the radiators in the hallways, the cream paint in the print shop, and the beige paint in the administration office samples collected.
- Lead-containing paint was identified in the cream paint on the radiators, and yellow paint (on the walls) in switchboard, the light green paint in records, the white paint in human resources, the green paint in investigations, and the pink and brown paints in SDU samples collected.

7.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the October 13th & 16th, 2023, Atlas hazardous building materials survey of the Administration Building at 1251 334th Street in Woodward, Iowa.

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

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

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

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

APPENDIX A

ASBESTOS TEST RESULTS

EMSL Analytical, Inc.

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Received Date: 10/19/2023 9:25 AM
Analysis Date: 10/24/2023 - 10/25/2023
Collected Date: 10/13/2023

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A1 *042325085-0001*	SW Window - Window Glazing	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
A2-Base Coat *042325085-0002*	Stair Landing - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A2-Skim Coat *042325085-0002A*	Stair Landing - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A3 *042325085-0003*	SE Room - Wallboard	Tan Non-Fibrous Homogeneous	65% Cellulose	35% Non-fibrous (Other)	None Detected
A4 *042325085-0004*	Stairs - Terrazzo	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A5 *042325085-0005*	Stairs - Drywall	Gray Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
A6-Base Coat *042325085-0006*	SW Center Room - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A6-Skim Coat *042325085-0006A*	SW Center Room - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A7 *042325085-0007*	Stair - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A8 *042325085-0008*	NW Restroom - Window Glazing	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
A9 *042325085-0009*	NW Restroom - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A10 *042325085-0010*	NE Center Room - Brown Pucks	Brown Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
A11 *042325085-0011*	NE Center Room - 1'x1' Ceiling Tile	Yellow Non-Fibrous Homogeneous	60% Glass	40% Non-fibrous (Other)	None Detected
A12-Base Coat *042325085-0012*	NE Center Room - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A12-Skim Coat *042325085-0012A*	NE Center Room - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A13 *042325085-0013*	Security Room - Paint Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 10/26/2023 10:36:43

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Customer ID: ATC55
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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A14-Base Coat *042325085-0014*	SE Center Room - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A14-Skim Coat *042325085-0014A*	SE Center Room - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A15 *042325085-0015*	SE Center Room - Wallboard	Tan Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
A16 *042325085-0016*	Mist Room - Terrazzo	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A17 *042325085-0017*	Mist Room - Tan Carpet Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A18 *042325085-0018*	Walnut Room - Carpet Mastic	Black/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A19 *042325085-0019*	Security - Carpet Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A20 *042325085-0020*	Ceiling Security - Ceiling Texture Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A21 *042325085-0021*	Ceiling Security - Texture Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A22 *042325085-0022*	TSI SM	Yellow Non-Fibrous Homogeneous	65% Glass	35% Non-fibrous (Other)	None Detected
A23 *042325085-0023*	TSI SM	Yellow Non-Fibrous Homogeneous	70% Glass	30% Non-fibrous (Other)	None Detected
A24 *042325085-0024*	TSI SM	Yellow Non-Fibrous Homogeneous	75% Glass	25% Non-fibrous (Other)	None Detected
A25 *042325085-0025*	TSI LG	Yellow Non-Fibrous Homogeneous	50% Glass	50% Non-fibrous (Other)	None Detected
A26 *042325085-0026*	TSI LG	Yellow Non-Fibrous Homogeneous	68% Glass	32% Non-fibrous (Other)	None Detected
A27 *042325085-0027*	TSI LG	Yellow Non-Fibrous Homogeneous	75% Glass	25% Non-fibrous (Other)	None Detected
A28 *042325085-0028*	TSI MED	Yellow Non-Fibrous Homogeneous	45% Glass	55% Non-fibrous (Other)	None Detected
A29 *042325085-0029*	TSI MED	Yellow Non-Fibrous Homogeneous	80% Glass	20% Non-fibrous (Other)	None Detected
A30 *042325085-0030*	TSI MED	Yellow Non-Fibrous Homogeneous	80% Glass	20% Non-fibrous (Other)	None Detected
A31 *042325085-0031*	TSI White Sealant	Yellow Non-Fibrous Homogeneous	89% Glass	11% Non-fibrous (Other)	None Detected

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EMSL Order: 042325085
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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A32 *042325085-0032*	TSI White Sealant	Yellow Non-Fibrous Homogeneous	85% Glass	15% Non-fibrous (Other)	None Detected
A33 *042325085-0033*	TSI White Sealant	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A34 *042325085-0034*	Vibration Damper	White/Black Non-Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
A35-Base Coat *042325085-0035*	Stairway - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A35-Skim Coat *042325085-0035A*	Stairway - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A36-Base Coat *042325085-0036*	Refridgerator Records - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A36-Skim Coat *042325085-0036A*	Refridgerator Records - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A37 *042325085-0037*	Terrazzo	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A38 *042325085-0038* *No base coat was present in this sample.*	Records - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A39-Base Coat *042325085-0039*	Human Resources - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A39-Skim Coat *042325085-0039A*	Human Resources - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A40 *042325085-0040*	Human Resources - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A41 *042325085-0041*	Human Resources - Drywall	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A42 *042325085-0042*	SDU Annex - Terrazzo	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A43 *042325085-0043*	SDU Annex - Tan Carpet Mastic	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A44 *042325085-0044*	SDU Annex - Vinyl Flooring	Beige Non-Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
A45 *042325085-0045*	SDU Annex - 4" Brown Cove Base	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A46 *042325085-0046*	SDU Annex - Tan Cove Base Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A47 *042325085-0047*	SDU Annex Restroom - Vinyl Flooring	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A48 *042325085-0048*	Investigations - Tan Carpet Mastic	Yellow Non-Fibrous Homogeneous	7% Cellulose	93% Non-fibrous (Other)	None Detected
A49 *042325085-0049*	Investigations - Gray 1" Hexagonal Floor Tile Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A50 *042325085-0050*	Investigations - Plaster Faux Brick Pattern	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A51 *042325085-0051*	Investigations - Brick Mortar	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A52 *042325085-0052*	Investigations - Gray 1" Hexagonal Floor Tile Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A53 *042325085-0053*	Print Shop - Gray 1" Hexagonal Floor Tile Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A54 *042325085-0054*	Print Shop - Door Gasket	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A55 *042325085-0055*	Hallway - Glass Block Grout	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A56 *042325085-0056*	Hallway - Glass Block Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A57 *042325085-0057*	Hallway - Glass Block Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A58 *042325085-0058*	Hallway - Ceiling Texture	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A59 *042325085-0059*	Hallway - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A60 *042325085-0060*	Hallway - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A61 *042325085-0061*	Hallway - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A62 *042325085-0062*	Hallway - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A63 *042325085-0063*	SDU - Terrazzo	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A64 *042325085-0064*	SDU - Brown Carpet Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A65 *042325085-0065*	SDU - 2'x4' Ceiling Tile	Gray Non-Fibrous Homogeneous	65% Cellulose 15% Glass	20% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A66 *042325085-0066*	SDU Kitchen - 12"x12" Brown VFT	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A67 *042325085-0067*	SDU Kitchen - VFT Mastic Black	Black Non-Fibrous Homogeneous	12% Cellulose	88% Non-fibrous (Other)	None Detected
A68 *042325085-0068*	SDU Kitchen - White Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A69 *042325085-0069*	SDU Kitchen - Sink Insulation Lt Tan	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A70 *042325085-0070*	SDU Mens RR - Vinyl Flooring	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A71 *042325085-0071*	SDU Mens RR - Tan Vinyl Flooring Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A72 *042325085-0072*	SDU Mens RR - 4" Black Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A73 *042325085-0073*	SDU Mens RR - Cove Base Mastic Tan	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A74 *042325085-0074*	SDU Mens RR - White Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A75 *042325085-0075*	Admin Office - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A76 *042325085-0076*	Admin Office - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A77 *042325085-0077*	Admin Office - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A78 *042325085-0078*	Admin Office Womens RR - 9"x9" Beige VFT	Beige Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
A79 *042325085-0079*	Admin Office Womens RR - VFT Mastic Black	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A80 *042325085-0080*	Admin Office - Drywall	White Fibrous Homogeneous	50% Cellulose 3% Glass	47% Non-fibrous (Other)	None Detected
A81-Base Coat *042325085-0081*	Admin Office - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A81-Skim Coat *042325085-0081A*	Admin Office - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A82 *042325085-0082*	Admin Office - 16"x16" Lt. Brown VFT	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A83 *042325085-0083*	Admin Office Womens RR - 9"x9" Beige VFT	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A84 *042325085-0084*	Admin Office Womens RR - Tan VFT Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A85 *042325085-0085*	Admin Office - Tan Carpet Mastic	Black/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A86 *042325085-0086*	Admin Office - Lt Tan Carpet Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A87 *042325085-0087*	Admin Office - Terrazzo	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A88 *042325085-0088*	Vend Mach - 1'x1' Ceiling Tile	Tan Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
A89 *042325085-0089*	Vend Mach - Brown Ceiling Tile Pucks	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A90 *042325085-0090*	Vend Mach - Drywall	White Fibrous Homogeneous	55% Cellulose	45% Non-fibrous (Other)	None Detected
A91 *042325085-0091*	Bus Office - 12"x12" VFT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A92 *042325085-0092*	Bus Office - Dark Red Vinyl Flooring	Black Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
A93 *042325085-0093*	Bus Office - Dark Red Vinyl Flooring	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
A94 *042325085-0094*	Bussiness Office - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
A95 *042325085-0095*	Bus Office - 2'x4' Ceiling Tile	Gray Fibrous Homogeneous	8% Min. Wool 12% Glass	80% Non-fibrous (Other)	None Detected
A96 *042325085-0096*	Bus Office - Floor Tile Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A97 *042325085-0097*	Bus Office - Tan Carpet Mastic	Black/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A98 *042325085-0098*	Bus Office - Dark Red Vinyl Flooring	Black Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
A99 *042325085-0099*	Bus Office Womens RR - 12"x12" VFT Lt Brown	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A101 *042325085-0100*	Switchboard - Blue Carpet Mastic	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A102 *042325085-0101*	Switch - White Floor Leveling Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A103 *042325085-0102*	Switch - 9"x9" VFT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A104 *042325085-0103*	Switch - Black VFT Mastic	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
A105 *042325085-0104*	Switch - 2'x2' Ceiling Tile	Gray Fibrous Homogeneous	50% Cellulose 8% Min. Wool 15% Glass	27% Non-fibrous (Other)	None Detected
A106 *042325085-0105*	Switch - 2'x2' Ceiling Tile	Gray Fibrous Homogeneous	40% Cellulose 6% Min. Wool 18% Glass	36% Non-fibrous (Other)	None Detected
A107 *042325085-0106*	Switch - Blue Carpet Mastic	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A108 *042325085-0107*	Switch - White Floor Leveling Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A109 *042325085-0108*	Switch - Blue Carpet Mastic	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A110 *042325085-0109*	Switch - Floor Leveling Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A111 *042325085-0110*	Switch - 9"x9" VFT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
A112 *042325085-0111*	Switch - Black VFT Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
A113 *042325085-0112*	Switch - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A114 *042325085-0113*	Switch - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A115 *042325085-0114*	Switch - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A116 *042325085-0115*	Switch - 12"x12" Vft Blue/Green	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A117 *042325085-0116*	Switch - Tan VFT Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A118 *042325085-0117*	Switch - Tan Drywall Tape	White Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
A119 *042325085-0118*	Switch - 2'x2' Ceiling Tile	Gray Fibrous Homogeneous	12% Min. Wool 30% Glass	58% Non-fibrous (Other)	None Detected
A120 *042325085-0119*	Switch - 4" Brown Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A121 *042325085-0120*	Switch - Tan Cove Base Mastic	Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A122 *042325085-0121*	Switch - 16"x16" VFT Lt Brown	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
A123 *042325085-0122*	Switch - Gray VFT Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A124 *042325085-0123*	Switch - 16"x16" VFT Lt Brown	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A125 *042325085-0124*	Switch - Gray VFT Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A126 *042325085-0125*	Switch - Red 36"x36" VFT	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A127 *042325085-0126*	Switch - Red 36"x36" VFT	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A128 *042325085-0127*	Switch - Gray VFT Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A129 *042325085-0128*	Switch - Drywall	White Non-Fibrous Homogeneous	3% Glass	97% Non-fibrous (Other)	None Detected
A130-Base Coat *042325085-0129*	Switch - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A130-Skim Coat *042325085-0129A*	Switch - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A131 *042325085-0130*	Hallway - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A132 *042325085-0131*	Vend Mach - Dark Reddish Brown Vinyl Flooring	Brown/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A133-Base Coat *042325085-0132*	Vend Mach - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A133-Skim Coat *042325085-0132A*	Vend Mach - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Daniel Oh (56)
Tahirrah Steele (86)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Plymouth Meeting, PA NVLAP Lab Code 200699-0, Philadelphia ALL-292, VA 3333000315, AIHA LAP, LLC-IHLAP Accredited #178659

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OrderID: 042325085

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

042325085

RECEIVED EMSL

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If Bill-To is the same as Report-To leave that section blank. Third-party billing requires written authorization.

Customer Information		Billing Information	
Customer ID:		Billing ID:	CINNAMINSON, NJ
Company Name:	Atlas	Company Name:	Atlas
Contact Name:	STEVE HUDSON	Billing Contact:	2023 OCT 19 AM 8:41 STEVE HUDSON
Street Address:	11117 Mockingbird Drive	Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha, NE, 68137	City, State, Zip:	Omaha, NE, 68137
Country:		Country:	
Phone:	402-697-9747	Phone:	402-697-9747
Email(s) for Report:		Email(s) for Invoice:	

Project Information

Project Name/No:	WOODWARD ADMIN 204BS06333	Purchase Order:	
EMSL LIMS Project ID: (If applicable, EMSL will provide)		US State where samples collected:	State of Connecticut (CT) must select project location: ☐ Commercial (Taxable) ☐ Residential (Non-Taxable)
Sampled By Name:	ERIC BROWN	Sampled By Signature:	Eric Brown
No. of Samples in Shipment	130		

Turn-Around-Time (TAT)

☐ 3 Hour ☐ 4-4.5 Hour AHERA ONLY ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☒ 1 Week ☐ 2 Week

TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.

Test Selection

PCM Air
- ☐ NIOSH 7400
- ☐ NIOSH 7400 w/ 8hr. TWA

PLM - Bulk (reporting limit)
- ☒ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)
- ☐ POINT COUNT
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- POINT COUNT w/ GRAVIMETRIC
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- ☐ NIOSH 9002 (<1%)
- ☐ NYS 198.1 (Friable - NY)
- ☐ NYS 198.6 NOB (Non-Friable - NY)
- ☐ NYS 198.8 (Vermiculite SM-V)

TEM - Air
- ☐ AHERA 40 CFR, Part 763
- ☐ NIOSH 7402
- ☐ EPA Level II
- ☐ ISO 10312*

TEM - Bulk
- ☐ TEM EPA NOB
- ☐ NYS NOB 198.4 (Non-Friable-NY)
- ☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%)

Other Test (please specify)

TEM - Settled Dust
- ☐ Microvac - ASTM D5755
- ☐ Wipe - ASTM D6480
- ☐ Qualitative via Filtration Prep
- ☐ Qualitative via Drop Mount Prep

Soil - Rock - Vermiculite (reporting limit)*
- ☐ PLM EPA 600/R-93/116 with milling prep (<0.25%)
- ☐ PLM EPA 600/R-93/116 with milling prep (<0.1%)
- ☐ TEM EPA 600/R-93/116 with milling prep (<0.1%)
- ☐ TEM Qualitative via Filtration Prep
- ☐ TEM Qualitative via Drop Mount Prep

*Please call with your project-specific requirements.

☐ Positive Stop - Clearly Identified Homogeneous Areas (HA) | Filter Pore Size (Air Samples) ☐ 0.8um ☐ 0.45um

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
	SEE ATTACHED		
	SHEETS		

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample 100 not Recd - RH 10/19/23

132 RH

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Eric Brown	Date/Time: 10/19/2023 17:00	Received by: fx	Date/Time: 10/19/23 925AM
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - COC-05 Asbestos R16 10/26/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

Page 1 of

ASBESTOS BULK SAMPLE FORM

ATLAS
11117 Mockingbird Drive
Omaha, NE 68137
Phone (402) 697-9747
Fax (402) 597-8532

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042325085

Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: ED
Date: 10/13/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A1	WINDOW GLAZING	3	SW WINDOW	
A2	PLASTER	3	STAIR LANDING	
A3	WALL BOARD	3	SE ROOM	
A4	TERRAZZO	3	STAIRS	
A5	DRYWALL	3	STAIRS	
A6	PLASTER	3	SW CENTER ROOM	
A7	PLASTER	3	STAIRS	
A8	WINDOW GLAZING	2	NW RESTROOM	
A9	PLASTER	2	NW RESTROOM	
A10	BROWN PUCKS	2	NE CENTER ROOM	
A11	1'x1' CEILING TILE	2	NE CENTER ROOM	
A12	PLASTER	2	NE CENTER ROOM	
A13	PAINT TEXTURE	2	SECURITY ROOM	

ASBESTOS BULK SAMPLE FORM

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042325085
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Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/13/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A14	PLASTER	2	SE CENTER ROOM	
A15	WALL BOARD	2	SE CENTER ROOM	
A16	TERRAZZO	2	MIST ROOM	
A17	TAN CARPET MASTIC	2	MIST ROOM	
A 18	CARPET MASTIC	2	WALNUT ROOM	
A 19	CARPET MASTIC	2	SECURITY	
A 20	CEILING TEXTURE PAINT	2	CEILING SECURITY	
A 21	TEXTURED PAINT	2	CEILING SECURITY	
A 22	TSI sm	B		
A 23	TSI sm	B		
A 24	TSI sm	B		
A 25	TSI Lg	B		
A 26	TSI Lg	B		

OrderID: 042325085

ASBESTOS BULK SAMPLE FORM

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0423508S

Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/13/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A27	TSI Lg	B		
A28	TSI med	B		
A29	TSI med	B		
A30	TSI med	B		
A31	TSI white sealant	B		
A32	TSI white sealant	B		
A33	TSI white sealant	B		
A34	VIBRATION DAMPER	B		
A35	PLASTER	B	STAIRWAY	
A36	PLASTER	1	REFRIDGERATOR RECORDS	
A37	TERRAZZO	1		
A38	PLASTER	2	RECORDS	
A39	PLASTER	1	HUMAN RESOURCES	

ASBESTOS BULK SAMPLE FORM

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Phone (402) 697-9747
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042325085

Project Information

Client:	Project Description: WOODWARD	Project Manager: SR Inspector: EB
Date: 10/13/2026 10/16/2026	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A40	DRYWALL MUD	1	HUMAN RESOURCES	
A41	DRYWALL	1	HUMAN RESOURCES	
A42	TERRAZZO	1	SDU ANNEX	
A43	TAN CARPET MASTIC	1	SDU ANNEX	
A44	VINYL FLOORING	1	SDU ANNEX	
A45	4" BROWN COVE BASE	1	SDU ANNEX	
A46	TAN COVE BASE MASTIC	1	SDU ANNEX	
A47	VINYL FLOORING	1	SDU ANNEX RESTROOM	
A48	TAN CARPET MASTIC	1	INVESTIGATIONS	
A49	GRAY 1" HEXAGONAL FLOOR TILE GROUT	1	INVESTIGATIONS	
A50	PLASTER FAUX BRICK PATTERN	1	INVESTIGATIONS	
A51	BRICK MORTAR	1	INVESTIGATIONS	
A52	GRAY 1" HEXAGONAL FLOOR TILE GROUT	1	INVESTIGATIONS	

ASBESTOS BULK SAMPLE FORM

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Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/16/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A53	GRAY 1" HEXAGONAL FLOOR TILE GROUT	1	PRINT SHOP	
A54	DOOR GASKET	1	PRINT SHOP	
A55	GLASS BLOCK GROUT	1	HALLWAY	
A56	GLASS BLOCK GROUT	1	HALLWAY	
A57	GLASS BLOCK GROUT	1	HALLWAY	
A58	CEILING TEXTURE	1	HALLWAY	
A59	CEILING TEXTURE	1	HALLWAY	
A60	CEILING TEXTURE	1	HALLWAY	
A61	CEILING TEXTURE	1	HALLWAY	
A62	CEILING TEXTURE	1	HALLWAY	
AC3	TERRAZZO	1	SDU	
AC4	BROWN CARPET MASTIC	1	SDU	
AC5	2'x4' CEILING TILE	1	SDU	

ASBESTOS BULK SAMPLE FORM

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Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/16/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A66	12"X12" BROWN VFT	1	SDU KITCHEN	
A67	VFT MASTIC BLACK	1	SDU KITCHEN	
A68	WHITE CAULK	1	SDU KITCHEN	
A69	SINK INSULATION LT. TAN	1	SDU KITCHEN	
A70	VINYL FLOORING	1	SDU MENS RR	
A71	TAN VINYL FLOORING MASTIC	1	SDU MENS RR	
A72	4" BLACK COVE BASE	1	SDU MENS RR	
A73	COVEBASE MASTIC TAN	1	SDU MENS RR	
A74	WHITE CAULK	1	SDU MENS RR	
A75	CEILING TEXTURE	1	ADMIN OFFICE	
A76	CEILING TEXTURE	1	ADMIN OFFICE	
A77	CEILING TEXTURE	1	ADMIN OFFICE	
A78	9"X9" BEIGE VFT	1	ADMIN OFFICE WOMENS RR	

ASBESTOS BULK SAMPLE FORM

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Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/16/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A79	VFT MASTIC BLACK	1	ADMIN OFFICE WOMENS RR	
A80	DRYWALL	1	ADMIN OFFICE	
A81	PLASTER	1	ADMIN OFFICE	
A82	16"x16" Lt. BROWN VFT	1	ADMIN OFFICE	
A83	9"x9" BEIGE VFT	1	ADMIN OFFICE WOMENS RR	
A84	TAN ~~BLACK~~ VFT MASTIC	1	ADMIN OFFICE WOMENS RR	
A85	TAN CARPET MASTIC	1	ADMIN OFFICE	
A86	Lt. TAN CARPET MASTIC	1	ADMIN OFFICE	
A87	TERRA220	1	ADMIN OFFICE	
A88	1'x1' CEILING TILE "22 HOLES"	1	VEND MACH	
A89	BROWN CEILINGTILE PUCKS	1	VEND MACH	
A90	DRYWALL	1	VEND MACH	
A91	12"x12" VFT CREAM	1	BUS. OFFICE	

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Project Information 042325085

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/16/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A92	DK RED VINYL FLOORING	1	BUS OFFICE	
A93	DK RED VINYL FLOORING	1	BUS OFFICE	
A94	DRYWALL MUD	1	BUSSINESS OFFICE	
A95	2'x4' CEILING TILE	1	BUS OFFICE	
A96	FLOOR TILE GROUT	1	BUS OFFICE	
A97	TAN CARPET MASTIC	1	BUS OFFICE	
A98	DK RED VINYL FLOORING	1	BUS OFFICE	
A99	12"x12" VFT LT. BROWN	1	BUS OFFICE WOMENS RR	
A100	~~WHITE CAULK~~ RH 10/19/23	1	BUS OFFICE WOMENS RR	
A101	BLUE CARPET MASTIC	1	SWITCHBOARD	
A102	WHITE FLOOR LEVELING COMPOUND	1	SWITCH	
A103	9"x9" VFT	1	SWITCH	
A104	BLACK VFT MASTIC	1	SWITCH	

ASBESTOS BULK SAMPLE FORM

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Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/16/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A105	2'x2' CEILING TILE	1	SWITCH	
A106	2'x2' CEILING TILE	1	SWITCH	
A107	BLUE CARPET MASTIC	1	SWITCH	
A108	WHITE FLOOR LEVELING COMPOUND	1	SWITCH	
A109	BLUE CARPET MASTIC	1	SWITCH	
A110	FLOOR LEVELING COMPOUND	1	SWITCH	
A111	9" VFT	1	SWITCH	
A112	BLACK VFT MASTIC	1	SWITCH	
A113	DRYWALL MUD	1	SWITCH	
A114	DRYWALL MUD	1	SWITCH	
A115	DRYWALL MUD	1	SWITCH	
A116	12"x12" VFT BLUE/GREEN	1	SWITCH	
A117	TAN VFT MASTIC	1	SWITCH	

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Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/16/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A118	TAN DRYWALL TAPE	1	SWITCH	
A119	2'x2' CEILING TILE	1	SWITCH	
A120	4" BROWN COVEBASE	1	SWITCH	
A121	TAN COVE BASE MASTIC	1	SWITCH	
A122	16"x16" VFT LT. BROWN	1	SWITCH	
A123	GRAY VFT MASTIC	1	SWITCH	
A124	16"x16" VFT LT. BROWN	1	SWITCH	
A125	GRAY VFT MASTIC	1	SWITCH	
A126	RED 36"x36" VFT	1	SWITCH	
A127	RED 36"x36" VFT	1	SWITCH	
A128	GRAY VFT MASTIC	1	SWITCH	
A129	DRYWALL	1	SWITCH	
A130	PLASTER	1	SWITCH	

ASBESTOS BULK SAMPLE FORM

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Omaha, NE 68137
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042325085

Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/16/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
A131	CEILING TEXTURE	1	HALLWAY (WAS LABELED AS A63)	
A132	DK REDDISH BROWN VINYL FLOORING	1	VEND MACH (WAS LABELED AS A91)	
A133	PLASTER	1	VEND MACH (WAS LABELED AS A92)	

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PAGE 11 IS AN ADDENDUM TO THE PREVIOUS TEN PAGES

Eric Brown Oct 19 2023 14:42

APPENDIX B

LEAD PAINT TEST RESULTS

EMSL Analytical, Inc.
10801 Southern Loop Blvd, Pineville, NC 28134
Phone/Fax: (704) 525-2205 / (704) 525-2382
http://www.EMSL.com charlottelab@emsl.com

EMSL Order: 412312359
CustomerID: ATC55
CustomerPO:
ProjectID:

Attn: **Steve Hudson**
Atlas Technical
11117 Mockingbird Drive
Omaha, NE 68137

Phone: (402) 697-9747
Fax: (402) 597-8532
Received: 10/20/2023 09:30 AM
Collected: 10/13/2023

Project: **Woodward Admin 204B506333**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client SampleDescription	*Collected*	*Analyzed*	*Weight*	*RDL*	*Lead* ***Concentration***
PC A1 *412312359-0001*	10/13/2023 Site: Green	10/25/2023	0.2753 g	1.2 % wt	13 % wt
PC A2 *412312359-0002*	10/13/2023 Site: Green	10/25/2023	0.2427 g	1.5 % wt	30 % wt
PC A3 *412312359-0003*	10/13/2023 Site: White	10/25/2023	0.2831 g	1.3 % wt	20 % wt
PC A4 *412312359-0004*	10/13/2023 Site: Silver	10/25/2023	0.2752 g	0.048 % wt	0.52 % wt
PC A5 *412312359-0005*	10/13/2023 Site: Cream	10/25/2023	0.2583 g	0.032 % wt	0.40 % wt
PC A6 *412312359-0006*	10/13/2023 Site: Lt. Brown	10/25/2023	0.289 g	1.2 % wt	14 % wt
PC A7 *412312359-0007*	10/13/2023 Site: White	10/25/2023	0.2846 g	0.32 % wt	3.7 % wt
PC A8 *412312359-0008*	10/13/2023 Site: Yellow	10/25/2023	0.2518 g	0.0080 % wt	0.12 % wt
PC A9 *412312359-0009*	10/13/2023 Site: Gray	10/25/2023	0.2609 g	1.4 % wt	20 % wt
PC A10 *412312359-0010*	10/13/2023 Site: Lt. Blue	10/25/2023	0.2681 g	1.4 % wt	23 % wt
PC A11 *412312359-0011*	10/13/2023 Site: White	10/25/2023	0.2717 g	1.2 % wt	16 % wt



Aaron Hartley, Lead Technical Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.
* Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc. Pineville, NC AIHA LAP, LLC-ELLAP Accredited #192283

Initial report from 10/25/2023 16:25:23

EMSL Analytical, Inc.
10801 Southern Loop Blvd, Pineville, NC 28134
Phone/Fax: (704) 525-2205 / (704) 525-2382
http://www.EMSL.com charlottelab@emsl.com

EMSL Order: 412312359
CustomerID: ATC55
CustomerPO:
ProjectID:

Attn: **Steve Hudson**
Atlas Technical
11117 Mockingbird Drive
Omaha, NE 68137

Phone: (402) 697-9747
Fax: (402) 597-8532
Received: 10/20/2023 09:30 AM
Collected: 10/13/2023

Project: **Woodward Admin 204B506333**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client SampleDescription	*Collected*	*Analyzed*	*Weight*	*RDL*	*Lead* ***Concentration***
PC A12 *412312359-0012*	10/13/2023 Site: Peach	10/25/2023	0.2729 g	0.19 % wt	2.9 % wt
PC A13 *412312359-0013*	10/13/2023 Site: Lt. Green	10/25/2023	0.2721 g	0.032 % wt	0.36 % wt
PC A14 *412312359-0014*	10/13/2023 Site: Green	10/25/2023	0.2578 g	0.16 % wt	2.1 % wt
PC A15 *412312359-0015*	10/13/2023 Site: Yellow	10/25/2023	0.3203 g	1.2 % wt	12 % wt
PC A16 *412312359-0016*	10/13/2023 Site: Reddish Brown	10/25/2023	0.2695 g	0.15 % wt	1.8 % wt
PC A17 *412312359-0017*	10/13/2023 Site: White	10/25/2023	0.2863 g	0.0080 % wt	0.24 % wt
PC A18 *412312359-0018*	10/13/2023 Site: White	10/25/2023	0.309 g	1.3 % wt	19 % wt
PC A19 *412312359-0019*	10/13/2023 Site: Beige	10/25/2023	0.2777 g	0.19 % wt	3.1 % wt
PC A20 *412312359-0020*	10/13/2023 Site: Green	10/25/2023	0.2706 g	0.0080 % wt	0.011 % wt
PC A21 *412312359-0021*	10/13/2023 Site: Silver	10/25/2023	0.2683 g	0.15 % wt	1.9 % wt
PC A22 *412312359-0022*	10/13/2023 Site: Cream	10/25/2023	0.2628 g	0.24 % wt	3.5 % wt



Aaron Hartley, Lead Technical Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Pineville, NC AIHA LAP, LLC-ELLAP Accredited #192283

Initial report from 10/25/2023 16:25:23

EMSL Analytical, Inc.
10801 Southern Loop Blvd, Pineville, NC 28134
Phone/Fax: (704) 525-2205 / (704) 525-2382
http://www.EMSL.com charlottelab@emsl.com

EMSL Order:	412312359
CustomerID:	ATC55
CustomerPO:	
ProjectID:	

Attn: **Steve Hudson**
Atlas Technical
11117 Mockingbird Drive
Omaha, NE 68137

Phone:	(402) 697-9747
Fax:	(402) 597-8532
Received:	10/20/2023 09:30 AM
Collected:	10/13/2023

Project: **Woodward Admin 204B506333**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client SampleDescription	*Collected*	*Analyzed*	*Weight*	*RDL*	*Lead* ***Concentration***
PC A23	10/13/2023	10/25/2023	0.3379 g	0.0080 % wt	0.022 % wt
412312359-0023	Site: Pink				
PC A24	10/13/2023	10/25/2023	0.3136 g	0.040 % wt	0.36 % wt
412312359-0024	Site: Brown				
PC A25	10/13/2023	10/25/2023	0.2802 g	0.32 % wt	3.7 % wt
412312359-0025	Site: Beige				



Aaron Hartley, Lead Technical Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Pineville, NC AIHA LAP, LLC-ELLAP Accredited #192283

Initial report from 10/25/2023 16:25:23

OrderID: 412312359

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Lead Chain of Custody

EMSL Order Number / Lab Use Only

412312359

EMSL Analytical, Inc
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
EMAIL: c@emsl.com

Customer Information		Billing Information	
Customer ID:		Billing ID:	
Company Name:	Atlas Technical	Company Name:	Atlas Technical
Contact Name:	Steve Hudson	Billing Contact:	Steve Hudson
Street Address:	11117 Mockingbird Drive	Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha NE 68137	City, State, Zip:	Omaha NE 68137
Country:	US	Country:	US
Phone:	402-697-9747	Phone:	402-697-9747
Email(s) for Report:	steve.hudson@oneatlas.com	Email(s) for Invoice:	

Project Information

Project Name/No:	WOODWARD ADMIN 204B50C333	Purchase Order:	
EMSL LIMS Project ID (If applicable, EMSL will provide):		US State where samples collected:	IA
State of Connecticut (CT) must select project location:	☐ Commercial (Taxable) ☐ Residential (Non-Taxable)		
Sampled By Name:	ERIC BROWN	Sampled By Signature:	Eric Brown
No. of Samples in Shipment	25		

Turn-Around-Time (TAT)

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☒ 1 Week ☐ 2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. *32 Hour TAT available for select tests only; samples must be submitted by 11:30am

MATRIX	METHOD	INSTRUMENT	REPORTING LIMIT	SELECTION
CHIPS ☒ % by wt. ☐ ppm (mg/kg) ☐ mg/cm²	SW 846-7000B	Flame Atomic Absorption	0.008% (80ppm)	☒
*Reporting Limit based on a minimum 0.25g sample weight	SW 846-6010D*	ICP-OES	0.0004% (4ppm)	☐
AIR	NIOSH 7082	Flame Atomic Absorption	4µg/filter	☐
	NIOSH 7300M / NIOSH 7303M	ICP-OES	0.5µg/filter	☐
	NIOSH 7300M / NIOSH 7303M	ICP-MS	0.05µg/filter	☐
WIPE ☐ ASTM ☐ NON-ASTM	SW 846-7000B	Flame Atomic Absorption	10µg/wipe	☐
*If no box is checked, non-ASTM Wipe is assumed	SW 846-6010D*	ICP-OES	1.0µg/wipe	☐
TCLP	SW 846-1311 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	SW 846-1311 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	☐
SPLP	SW 846-1312 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	SW 846-1312 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	☐
TTLC	22 CCR App. II, 7000B	Flame Atomic Absorption	40mg/kg (ppm)	☐
	22 CCR App. II, SW 846-6010D*	ICP-OES	2mg/kg (ppm)	☐
STLC	22 CCR App. II, 7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	22 CCR App. II, SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	☐
Soil	SW 846-7000B	Flame Atomic Absorption	40mg/kg (ppm)	☐
	SW 846-6010D*	ICP-OES	2mg/kg (ppm)	☐
Wastewater	SM 3111B / SW 846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
Unpreserved ☐ / Preserved with HNO3 ☐ PH<2	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	☐
Drinking Water	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	☐
Unpreserved ☐ / Preserved with HNO3 ☐ PH<2	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	☐
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter	☐
Other:				☐

Sample Number	Sample Location	Volume / Area	Date / Time Sampled
PC A1	GREEN	WALL	10/13/2023
PC A2	GREEN	WALL	
PC A3	WHITE	WALL	
PC A4	SILVER	RADIATOR	
PC A5	CREAM	RADIATOR 2nd FL	

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Eric Brown	Date/Time: 10/19/2023 17:00	Received by: [signature] EFX	Date/Time: 10-19-23
Relinquished by:	Date/Time:	Received by: [signature] 10-20-23 0830	Date/Time: 11am

Controlled Document - COC-25 Lead R16 4/19/2021

*6010C Available Upon Request

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

Page 1 of 2

25 AP

PAINT CHIP SAMPLE LOG SHEET

ATLAS
11117 Mockingbird Drive
Omaha, NE 68137
Phone (402) 697-9747

Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/13/2023 ~~10/11/2023~~	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS 06333

Sample #	Paint Color	Substrate	Sample Location	Quantity
A6	Lt. BROWN	PLASTER	2nd FLOOR	
A7	WHITE	PLASTER	2nd FLOOR CEILING	
A8	YELLOW	PLASTER	2nd FL RESTROOM	
A9	GRAY	PLASTER	B STAIRS	
A10	Lt. BLUE	PLASTER	B STAIRS	
A11	WHITE	METAL	B UNDER RECORDS STAIRS	
A12	PEACH	METAL	RECORDS	
A13	Lt GREEN	BRICK	RECORDS	
A14	GREEN	PLASTER	RECORDS	
A15	YELLOW	METAL	RECORDS STAIRS	

PAINT CHIP SAMPLE LOG SHEET

ATLAS
11117 Mockingbird Drive
Omaha, NE 68137
Phone (402) 697-9747

Project Information

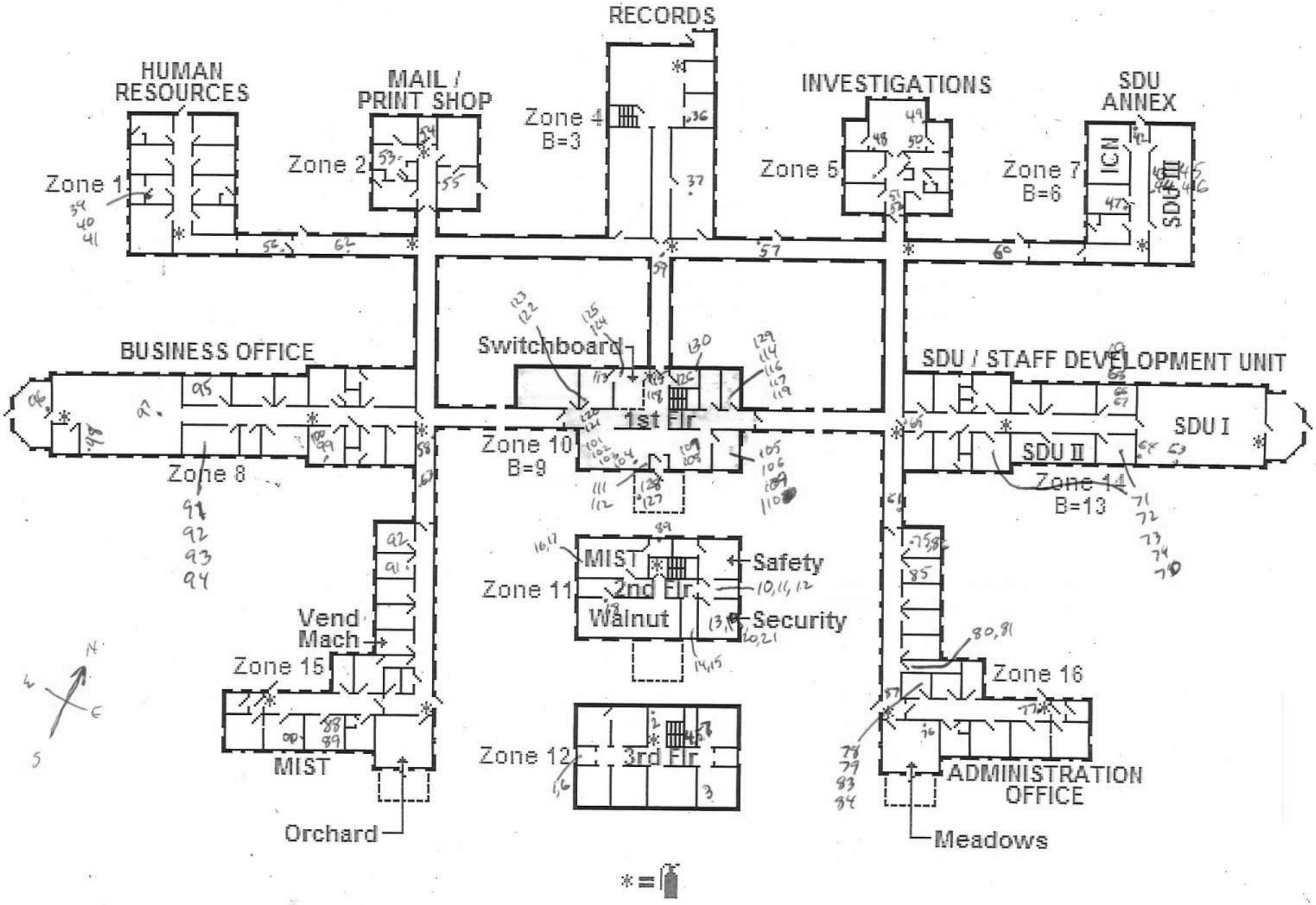
Client:	Project Description: WOODWARD	Project Manager: SH Inspector: EB
Date: 10/13/2023 10/16/2023	Site Location: ADMIN	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Paint Color	Substrate	Sample Location	Quantity
A16	REDDISH BROWN	CONCRETE	2nd FLOOR RECORDS FLOOR	
A17	WHITE	METAL	HUMAN RESOURCES ROOM DOOR	
A18	WHITE	PLASTER	SDU ANNEX	
A19	BEIGE	METAL	INVESTIGATIONS	
A20	GREEN	PLASTER	INVESTIGATIONS	
A21	SILVER	METAL RADIATOR	HALLWAY PRINTSHOP - H.R.	
A22	CREAM	METAL DOOR FRAME	PAINT SHOP	
A23	PINK	PLASTER	SDU I ROOM WALL	
A24	BROWN	PLASTER	SDU COPY ROOM	
A25	BEIGE	METAL	ADMIN OFFICE	

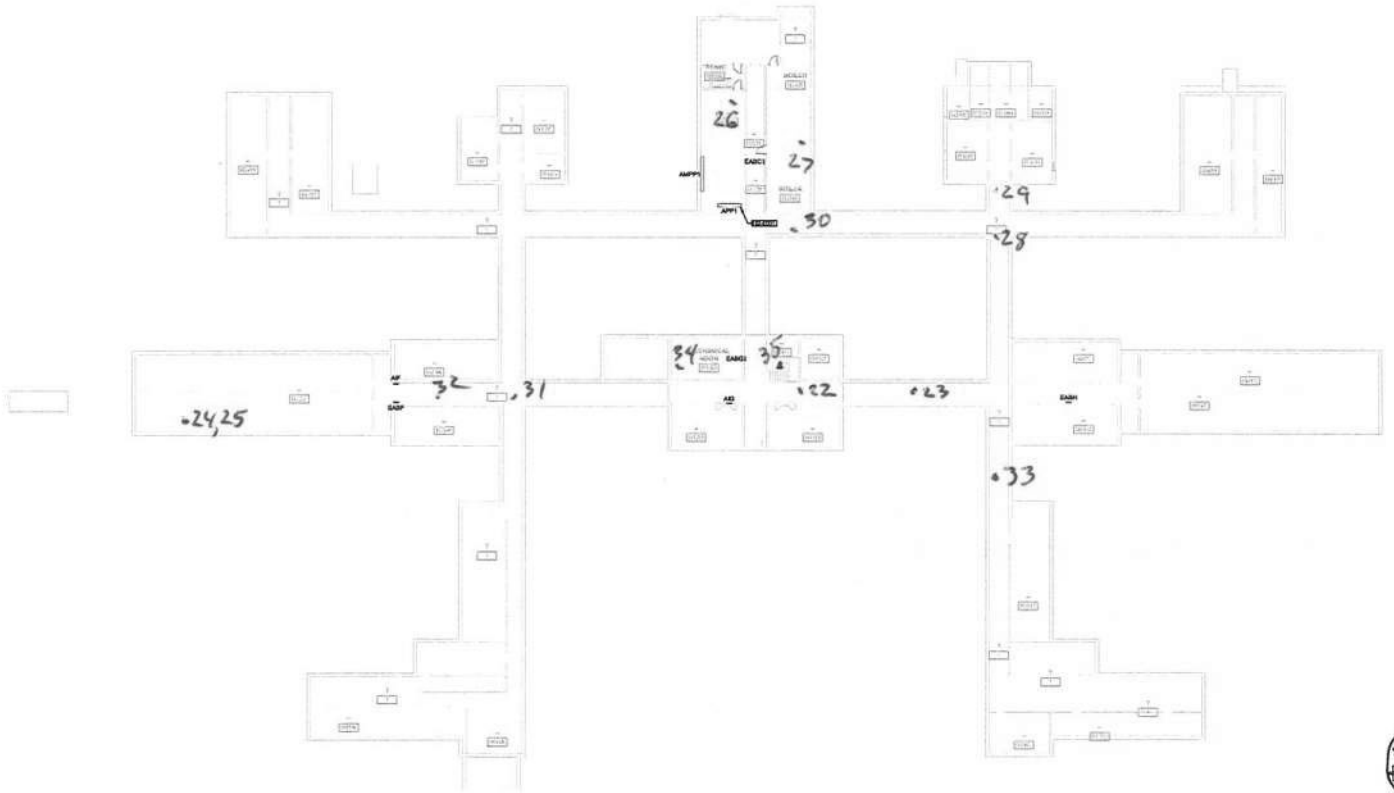
APPENDIX C

ASBESTOS SAMPLE LOCATIONS

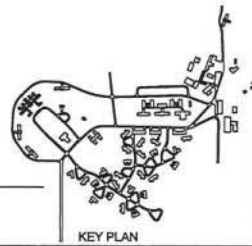
ASBESTOS SAMPLE LOCATIONS



ASBESTOS SAMPLE LOCATIONS



A/B BASEMENT LEVEL - POWER PLAN



SHIVEHATTERY

(#9279.30) WRC Decentralization Phase 3

PRELIMINARY - NOT FOR CONSTRUCTION

BASEMENT LEVEL POWER PLAN

02-E200

APPENDIX D

STAFF CERTIFICATIONS

ERIC BROWN

DOB: 05-07-1970

Issued: 02-08-2023



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

License Type	Number	Expires
INSPECTOR	23-9474	02-08-2024

DIVISION OF IOWA LABOR

Asbestos

Larry Johnson, Jr.
Labor Commissioner

APPENDIX E

PHOTOGRAPHS



View of the Administrative Building.

1



View of the Asbestos Containing Widow Glazing. (A-1, 2% Chrysotile)

2

Photograph Log Administrative Building 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Asbestos Containing Widow Glazing. (A8, 2% Chrysotile)

3



View of the Asbestos Containing Brown Ceiling Tile Pucks. (A10, 2% Chrysotile)

4

Photograph Log Administrative Building 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Asbestos Containing Vinyl Flooring.
(A44, 15% Chrysotile)

5



View of the Asbestos Containing Vinyl Flooring. (A78, 3% Chrysotile)

6

Photograph Log Administrative Building 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Asbestos Containing Vinyl Flooring. (A83, <1% Chrysotile)

7



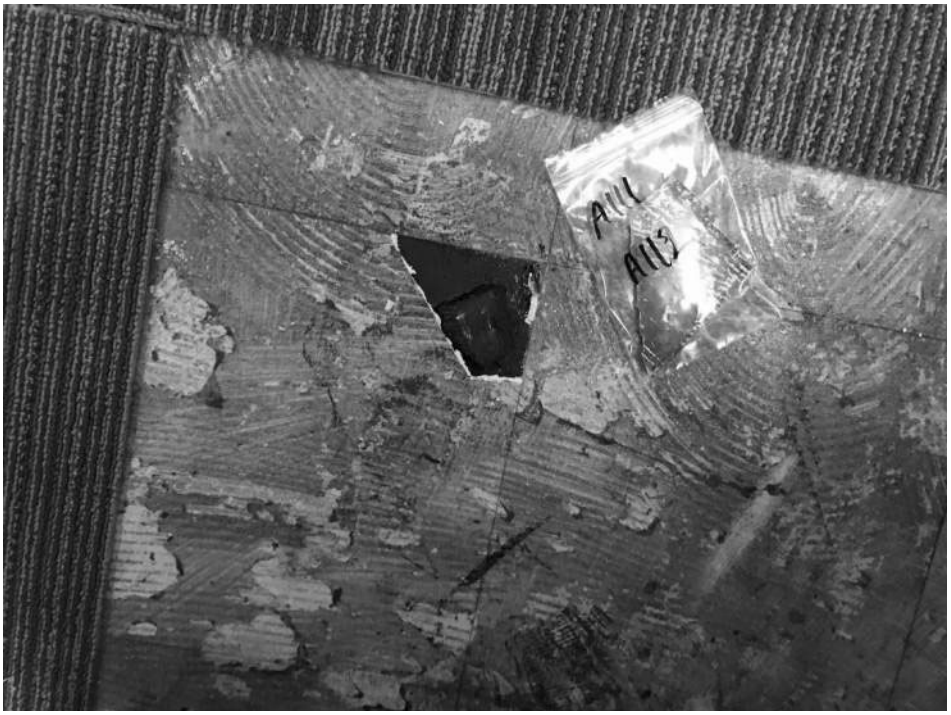
View of the Asbestos Containing Drywall Mud. (A94, <1% Chrysotile)

8



View of the Asbestos Containing 9” x 9” VFT.
(A103 & A104, <1% & 4% Chrysotile)

9



View of the Asbestos Containing 9” x 9” VFT.
(A111 & A112, <1% & 3% Chrysotile)

10



View of the Administrative Building.

1



View of the Green Paint on Switchboard walls. (PC A1 & A2, 13% & 30% Pb)

2

Photograph Log Administrative Building 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the White Paint (PC A3, 20% Pb).

3



View of the Silver Paint the Radiator in switchboard. (PC A4, 0.52% Pb)

4

Photograph Log Administrative Building 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Cream paint on Switchboard Radiator. (PC A5, 0.40% Pb)

5



View of the Light Brown Paint on Switchboard walls. (PC A6, 14% Pb)

6



View of the Yellow Paint on Switchboard Ceiling. (PC A7, 3.7% Pb)

7



View of the Yellow Paint on Switchboard wall. (PC A8, 0.12% Pb)

8



View of the Gray Paint on Switchboard stairway. (PC A9, 20% Pb)

9



View of the White Paint on Records stairway. (PC A11, 16% Pb)

10

Photograph Log Administrative Building 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Peach Paint on Records wall. (PC A12, 2.9% Pb)

11



View of the Light Green Paint on Records wall. (PC A13, 0.36% Pb)

12

Photograph Log Administrative Building 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Green Paint on Records wall. (PC A14, 2.1% Pb)

13



View of the Yellow Paint on Records wall. (PC A15, 12% Pb)

14



View of the Reddish Brown Paint on Records floor. (PC A16, 1.8% Pb)

15



View of the White Paint on Human Resources wall. (PC A17, 0.24% Pb)

16



View of the White Paint on SDU Annex wall. (PC A18, 19% Pb)

17



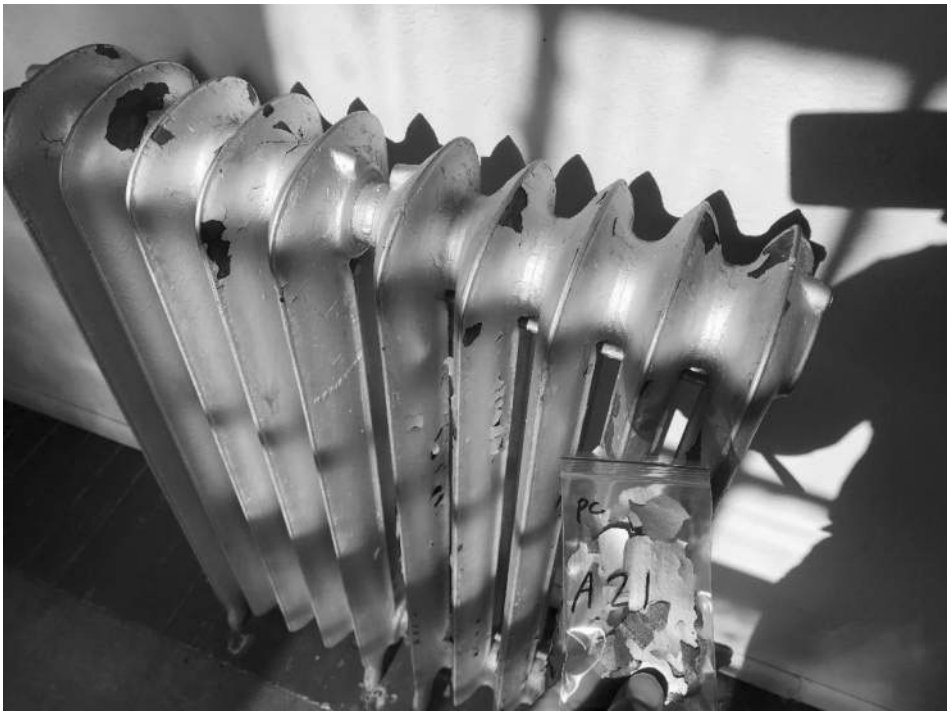
View of the Beige Paint on Investigations wall. (PC A19, 3.1% Pb)

18



View of the Green Paint on Investigations wall. (PC A20, 0.011% Pb)

19



View of the Silver Paint on Radiator in Hallways. (PC A21, 1.9% Pb)

20

Photograph Log Administrative Building 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Cream Paint on Print Shop wall. (PC A22, 3.5% Pb)

21



View of the Pink Paint on SDU wall. (PC A23, 0.022% Pb)

22

Photograph Log Administrative Building 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Brown Paint on SDU wall. (PC A24, 0.036% Pb)

23



View of the Beige Paint on Administration Office wall. (PC A25, 3.7% Pb)

24

HAZARDOUS BUILDING MATERIALS SURVEY REPORT

PREPARED FOR:

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

PROJECT LOCATION:

Chapel
1251 334th Street
Woodward, Iowa 50276

Project Date: October 5, 2023

Report Date: November 9, 2023

Atlas Project ID: 204BS06333

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

November 9, 2023

Story Construction
Mr. Eli Ralston
Project Superintendent
2810 Wakefield Circle
Ames, Iowa 50010

Re: Hazardous Building Materials Survey Report
Chapel
1251 334th Street
Woodward, Iowa 50276
Atlas Project Number: 204BS06333

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

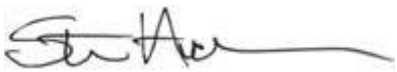
Atlas appreciates the opportunity to perform these services for the IDAS and Story Construction, and we look forward to working with you in the future. If you need any assistance with the implementation of the recommendations contained in this report, please feel free to give us a call at (515) 981-4528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

Sincerely,

ATLAS TECHNICAL CONSULTANTS, LLC



Eric Brown
Iowa Inspector
(515) 981-4528



Steve Hudson, MS, CIH
Senior Project Manager
(402) 670-3842

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

LETTER OF TRANSMITTAL ..... **i**

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5.0 ASSUMPTIONS AND LIMITATIONS **11**

APPENDICES

APPENDIX A ASBESTOS TEST RESULTS

APPENDIX B LEAD PAINT TEST RESULTS

APPENDIX C ASBESTOS SAMPLE LOCATIONS

APPENDIX D INSPECTOR ACCREDITATIONS

APPENDIX E PHOTOGRAPHS

HAZARDOUS BUILDING MATERIALS SURVEY REPORT

Chapel
1251 334th Street
Woodward, Iowa 50276
Atlas Project Number: 204BS06333

1.0 SCOPE OF SERVICES

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

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

1. Review any existing hazardous building material survey reports relating to the site, if available.
2. Identify suspect asbestos-containing materials (ACM), surface coatings potentially containing lead paint, and hazardous building materials within the planned renovation work areas.
3. Collect and analyze bulk samples of suspect asbestos containing materials and collect paint chip samples from representative surface coatings potentially containing lead-based or lead-containing paint.
4. Provide laboratory analysis of collected samples.
5. Provide a report of findings with copies and interpretation of analytical results and identifying the locations of asbestos-containing materials, lead paint, and hazardous building materials.

2.0 GENERAL SITE CONDITIONS

The survey was conducted at the Chapel located at 1251 334th Street in Woodward, Iowa. Note that the NE storage rooms were not accessible at the time of inspection.

3.0 ASBESTOS SURVEY

On October 5th, 2023, the Chapel at 1251 334th Street in Woodward, Iowa 50276 was inspected for asbestos-containing building materials by inspector Matt Wagner of Atlas. Mr. Wagner has completed the requisite training for asbestos accreditation as inspectors at a state approved training provider under TSCA Title II. Mr. Wagner's State of Iowa Inspector number is 23-10295.

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

3.1 Regulation Review

The U.S. EPA qualifies asbestos-containing materials (ACM) as materials with an asbestos content greater than 1%. The following definitions are taken from Section 61.141 of Subpart M, Part 61 of Title 40: Protection of Environment of the Code of Federal Regulations (CFR).

- "Category I non-friable asbestos-containing material (ACM)" is defined as asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy (PLM).

- "Category II non-friable ACM" is defined as any material, excluding Category I non-friable ACM, containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that, when dry, ***cannot*** be crumbled, pulverized, or reduced to powder by hand pressure.

- "Friable asbestos material" is defined as any material containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that when dry, ***can*** be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10% as determined by a method other than point counting by PLM, verify the asbestos content by point counting using PLM.

3.2 Homogeneous Areas

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

professional judgment of the inspector.

3.3 Sampling Strategy

The sampling strategy incorporated AHERA requirements, quantities of suspect material, and the inspector's judgment to aid in the identification of suspect asbestos-containing materials. If the analytical results indicated that all the samples collected per homogeneous area did not contain asbestos, then the homogeneous area (material) was considered non-asbestos-containing. However, if the analytical results of one or more of the samples collected per homogeneous area indicated that asbestos was present in quantities greater than one percent asbestos (as defined by EPA), all of the homogeneous area (material) was treated as an asbestos-containing material regardless of any other analytical results. Materials which were visually determined to be non-asbestos (i.e. fibrous glass, foam rubber, etc.) by the accredited inspector were not required to be sampled. Actual collection of a bulk asbestos sample involves physically removing approximately one square inch (1 in^2) of material and placing it in an airtight sample container. Sample containers were marked with a unique identification number, which was documented in the field notes.

3.4 Suspect Asbestos-Containing Materials

The following table contains a list of the twenty-seven (27) identified suspect asbestos containing materials sampled:

TABLE 1: SUSPECT ASBESTOS MATERIALS

MATERIAL	LOCATION	SAMPLE NUMBER
Ceiling Tile 2' x 4'	Conference Room 4	CT-1
Ceiling Tile 2' x 4'	Conference Room 4	CT-2
Ceiling Tile 2' x 4'	Conference Room 4	CT-3
Drywall	Conference Room 4	DWJC-1
Drywall	Conference Room 4	DWJC-2
Drywall	Conference Room 4	DWJC-3
Carpet Glue	Conference Room 4	CG-1
Carpet Glue	Conference Room 4	CG-2
Carpet Glue	Conference Room 4	CG-3
Caulk White	Restroom 1	C-1
Caulk White	Restroom 7	C-2
Caulk White	Kitchen 3	C-3
Ceiling Texture White	Sanctuary 8	CTEXT-1
Ceiling Texture White	Sanctuary 8	CTEXT-2
Ceiling Texture White	Room 10	CTEXT-3
Wall Texture White	Sanctuary 8	WTEXT-1

TABLE 1: SUSPECT ASBESTOS MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Wall Texture White	Sanctuary 8	WTEXT-2
Wall Texture White	Sanctuary 8	WTEXT-3
Window Glazing White	Room 10	WG-1
Window Glazing White	Room 9	WG-2
Window Glazing White	Sanctuary 8	WG-3
Exterior Caulk White	Exterior	EC-1
Exterior Caulk White	Exterior	EC-2
Exterior Caulk White	Exterior	EC-3
Brick Mortar Tan	Exterior	BM-1
Brick Mortar Tan	Exterior	BM-2
Brick Mortar Tan	Exterior	BM-3

The following table is a summary of the suspect asbestos-containing materials that have been determined, through laboratory analysis, to contain asbestos:

TABLE 2: IDENTIFIED ASBESTOS-CONTAINING MATERIALS				
MATERIAL	**LOCATION**	**SAMPLE NUMBER**	**APPROX. QUANTITY**	**ASBESTOS CONTENT**
Window Glazing	Exterior throughout	WG-1	36 Windows	10% Chrysotile
Window Glazing		WG-2		15% Chrysotile
Window Glazing		WG-3		10% Chrysotile

3.5 Laboratory Analytical Results

Bulk samples were analyzed by EMSL Analytical, Inc. located at 200 Route 130 North, Cinnaminson, NJ. Polarized Light Microscope analysis, utilizing dispersion staining techniques (ref.: EPA Method 600/M4-82-020), was performed to determine the asbestos content of the bulk samples collected at the site. This laboratory is currently a proficient participant in the American Industrial Hygiene Association (AIHA) Bulk Asbestos Proficiency Analytical Testing Program; a quality assurance program for polarized light microscopy analysis. Any material that contains greater than one percent asbestos is considered an ACM and must be handled according to Occupational Safety and Health Administration (OSHA), EPA, and all applicable state and local regulations.

Laboratory test results are provided in Appendix A.

4.0 LEAD PAINT SURVEY

On October 5th, 2023 the Chapel was inspected for lead paint by Matt Wagner of Atlas. The purpose of the survey was to identify locations and concentrations of lead in paints and coatings on interior building components that may be disturbed as part of planned renovation activities.

4.1 Inspection

The lead survey was performed in general accordance with the U.S. Housing and Urban Development Chapter 7 of the *Guidelines for the evaluation and Control of Lead-Based Paint Hazards in Housing* (1997 Revision). Survey criteria included the inspection and sampling of the representative painted surfaces on the interior of the building.

Regulatory limits from the Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) establishes that lead-based paint (LBP) by definition is paint that contains more than 0.5% of lead in paint. OSHA's "Lead in Construction Standard" (29 CFR 1926.1101) addresses any concentration of lead in paint ("lead-containing paint").

Prior to demolition or renovation activities, all contractors involved should be notified regarding the presence of painted components under the guidelines of the OSHA Lead in Construction standard 29 CFR 1926.62. Care should be exercised in acknowledging that the OSHA 29 CFR 1926.62 has no LBP threshold definition and is concerned with exposures generated by LBP disturbances, which may include materials containing less than 0.5% lead by weight. The OSHA regulations are based strictly on airborne lead concentrations; therefore, the measured lead concentration of the paint and the method of paint disturbance will both factor into the potential airborne hazard.

OSHA requires the contractor to inform its employees of potential lead hazards, based upon the work being performed. The purpose of OSHA's Lead Construction Standard is to reduce the exposure to lead for all construction workers. It is for this reason that Atlas recommends contractors be informed of the presence of lead. OSHA's standard includes an 8-hour time weighted average (TWA) of 50 micrograms of lead per cubic meter of air (mg/m^3) and an action level (regardless of respirator use) of 30 mg/m^3.

Prior to disposal of debris that contains materials that have been found to contain lead, conduct a Toxicity Characteristic Leaching Procedures (TCLP) on representative solid wastes. This will determine if the debris requires a hazardous waste disposal site. A TCLP was not collected as part of this current inspection.

4.2 Lead Paint Testing

A total of nine (9) surface coatings were tested to determine the concentration of lead. The sampling generally involved the collection of the paint on the surface down to the substrate over an area of approximately 2 to 3 square inches. A summary of the tested paints is provided in the table below. In order for a surface coating to be considered a lead-based paint, the paint must contain lead in concentrations greater than 0.5% by weight. A detectable concentration of lead in the surface coating below 0.5% by weight is considered a lead-containing paint. The full copy of the lead analytical results is included in Appendix A.

Lead Paint Sampling Summary				
Sample ID	**Sample Location**	**Representative Material**	**Paint Color**	**Lead Content %**
PC-1	Restroom 1	Brick	White	0.11 %
PC-2	Kitchen 3	Wood Door Frame	Cream	0.16 %
PC-3	Kitchen 3	Brick	Lt Green	0.13 %
PC-4	Kitchen 3	Plaster	White	0.20 %
PC-5	Conference Room 4	Brick	White	0.12 %
PC-6	Exit	Wood Door	White	0.13 %
PC-7	Sanctuary 8	Brick	White	0.12 %
PC-8	Room 10	Brick	White	0.074 %
PC-9	**Exterior**	**All original exterior white painted door, window and trim components**	**White**	**20 %**

- Test results identified the presence of lead-based paint in the White paint samples collected from the exterior door frame, and thus all original exterior should be considered to be lead based.
- Lead-containing paint was identified in the White, Cream, and Lt Green paint samples collected.

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

5.0 HAZARDOUS MATERIALS ASSESSMENT

Atlas completed a visual inspection of rooms / areas throughout the intended work areas in an attempt to identify hazardous wastes or universal wastes that may be impacted by planned renovation activities. The survey included a visual inspection

of: light fixtures and other equipment for the presence of Polychlorinated Biphenyls (PCBs); light bulbs, thermostats, switches, and other equipment for the presence of mercury; refrigerants, batteries, and devices with potential radioactive materials.

TABLE 1. HAZARDOUS BUILDING MATERIALS

Category	Material	Estimated Quantity
Poly-Chlorinated Biphenyl (PCBs)	Transformers	1 (S of building)
	Transistors	N/A
	Light Ballasts	N/A
Mercury	Thermostats	N/A
	Switches/Relays	N/A
	Fluorescent Light Tubes	12 bulbs
	High Intensity Discharge lights	N/A
	Thermometers/ Manometers	N/A
Batteries	Smoke Detectors	0 (electronic)
	Emergency Lighting Systems	N/A
	Exit Signs	0
	Flashing Fire Alarms	0
Chlorofluorocarbons (CFCs) or Hydro Chlorofluorocarbons (HCFCs)	Refrigerators/Freezers/Chillers	1
Low Level Radioactive Sources (LLR)	Smoke/Fire Alarms	N/A

Hazardous materials or universal wastes identified in Table 1 shall be removed as part of the renovation contractor's scope of work and disposed of according to US EPA Toxic Substances Control Act (TSCA) and the State of Iowa regulations.

6.0 CONCLUSIONS

The following conclusions and recommendations are summarized as follows:

- Asbestos was identified in the window glazing.
- Test results identified the presence of lead-based paint in the White paint samples collected from the exterior door frame.
- Lead-containing paint was identified in the White, Cream, and Lt Green paint samples collected.

7.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the October 5th, 2023, Atlas hazardous building materials survey of the Chapel at 1251 334th Street in Woodward, Iowa. Note that the NE storage rooms were not accessible at the time of inspection.

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

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

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

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

APPENDIX A

ASBESTOS TEST RESULTS

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 042324222
Customer ID: ATC55
Customer PO:
Project ID:

Attention: Eric Brown
Atlas Technical
11117 Mockingbird Drive
Omaha, NE 68137

Phone: (402) 697-9747
Fax: (402) 597-8532
Received Date: 10/09/2023 8:45 AM
Analysis Date: 10/10/2023 - 10/13/2023
Collected Date: 10/05/2023

Project: Woodward Chapel / 204BS06333

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
CT-1 *042324222-0001*	Conference Room 4 - White 4x2 Ceiling Tile	White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
CT-2 *042324222-0002*	Conference Room 4 - White 4x2 Ceiling Tile	White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
CT-3 *042324222-0003*	Conference Room 4 - White 4x2 Ceiling Tile	White Non-Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
DWJC-1 *042324222-0004*	Conference Room 4 - White Drywall	White Non-Fibrous Heterogeneous	5% Cellulose 3% Glass	92% Non-fibrous (Other)	None Detected
DWJC-2 *042324222-0005*	CR4 - A - White Drywall	Tan/Red/Purple Non-Fibrous Heterogeneous	5% Cellulose 3% Glass	92% Non-fibrous (Other)	None Detected
DWJC-3 *042324222-0006*	CR4- B - White Drywall	White Fibrous Homogeneous	5% Cellulose 3% Glass	92% Non-fibrous (Other)	None Detected
CG-1 *042324222-0007*	Conference Room 4 - Brown Carpet Glue	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CG-2 *042324222-0008*	Conference Room 4 - Brown Carpet Glue	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CG-3 *042324222-0009*	Conference Room 4 - Brown Carpet Glue	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-1 *042324222-0010*	Restroom -1 - White Sink Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-2 *042324222-0011*	Restroom-7 - White Sink Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-3 *042324222-0012*	Kitchen - 3 - White Sink Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CTEXT-1 *042324222-0013*	Sancuary 8 - White Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CTEXT-2 *042324222-0014*	Sancuary 8 - White Ceiling Texture	White Non-Fibrous Homogeneous		10% Vermiculite 90% Non-fibrous (Other)	None Detected
CTEXT-3 *042324222-0015*	Room 10 - White Ceiling Texture	White Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
WTEXT-1 *042324222-0016*	Sancuary 8 - White Wall Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 10/14/2023 01:10:58

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 042324222
Customer ID: ATC55
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
WTEXT-2 *042324222-0017*	Sancuary 8 - White Wall Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WTEXT-3 *042324222-0018*	Sancuary 8 - White Wall Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WG-1 *042324222-0019*	Room 10 - White Window Glazing	Gray/White Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
WG-2 *042324222-0020*	Room 9 - White Window Glazing	Gray/White Non-Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
WG-3 *042324222-0021*	Sancuary 8 - White Window Glazing	Gray/White Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
EC-1 *042324222-0022*	White Exterior Caulking	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
EC-2 *042324222-0023*	White Exterior Caulking	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
EC-3 *042324222-0024*	White Exterior Caulking	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BM-1 *042324222-0025*	Tan Brick Mortar	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BM-2 *042324222-0026*	Tan Brick Mortar	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BM-3 *042324222-0027*	Tan Brick Mortar	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Nancy Stalter (9)
Selbbep Salgado (18)



Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 10/14/2023 01:10:58

OrderID: 042324222

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only: 042324222

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: (800) 220-3675
EMAIL: CinnAsblab@EMSL.com

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information		Billing Information	
Customer ID:		Billing ID:	
Company Name:	Atlas	Company Name:	Atlas
Contact Name:		Billing Contact:	
Street Address:	11117 Mockingbird Drive	Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha, NE, 68137	City, State, Zip:	Omaha, NE, 68137
Country:		Country:	
Phone:	402-697-9747	Phone:	402-697-9747
Email(s) for Report:		Email(s) for Invoice:	

Project Information

Project Name/No: WOODWARD CHAPEL 204 BS06333
Purchase Order:
EMSL LIMS Project ID: (If applicable, EMSL will provide)
US State where samples collected:
State of Connecticut (CT) must select project location: ☐ Commercial (Taxable) ☐ Residential (Non-Taxable)
Sampled By Name: MATT WAGNER
Sampled By Signature:
No. of Samples in Shipment: 27

Turn-Around-Time (TAT)

☐ 3 Hour ☐ 4-4.5 Hour AHERA ONLY ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☒ 1 Week ☐ 2 Week

TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.

Test Selection

PCM Air
- ☐ NIOSH 7400
- ☐ NIOSH 7400 w/ 8hr. TWA

PLM - Bulk (reporting limit)
- ☒ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)
- ☐ POINT COUNT
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- POINT COUNT w/ GRAVIMETRIC
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- ☐ NIOSH 9002 (<1%)
- ☐ NYS 198.1 (Friable - NY)
- ☐ NYS 198.6 NOB (Non-Friable - NY)
- ☐ NYS 198.8 (Vermiculite SM-V)

TEM - Air
- ☐ AHERA 40 CFR, Part 763
- ☐ NIOSH 7402
- ☐ EPA Level II
- ☐ ISO 10312*

TEM - Bulk
- ☐ TEM EPA NOB
- ☐ NYS NOB 198.4 (Non-Friable-NY)
- ☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%)

Other Test (please specify)

TEM - Settled Dust
- ☐ Microvac - ASTM D5755
- ☐ Wipe - ASTM D6480
- ☐ Qualitative via Filtration Prep
- ☐ Qualitative via Drop Mount Prep

Soil - Rock - Vermiculite (reporting limit)*
- ☐ PLM EPA 600/R-93/116 with milling prep (<0.25%)
- ☐ PLM EPA 600/R-93/116 with milling prep (<0.1%)
- ☐ TEM EPA 600/R-93/116 with milling prep (<0.1%)
- ☐ TEM Qualitative via Filtration Prep
- ☐ TEM Qualitative via Drop Mount Prep

*Please call with your project-specific requirements.

☐ Positive Stop - Clearly Identified Homogeneous Areas (HA) | Filter Pore Size (Air Samples) ☐ 0.8um ☐ 0.45um

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
	SEE ATTACHED		
	SHEETS		

RECEIVED EMSL CINNAMINSON, N.J. 2023 OCT -9 A 10:15

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Erin Brown	Date/Time: 10/6/2023 18:00	Received by: EFX	Date/Time: 10/9/23 845 AM
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - COC-05 Asbestos R16 10/26/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

27 AD

ASBESTOS BULK SAMPLE FORM

ATLAS
11117 Mockingbird Drive
Omaha, NE 68137
Phone (402) 697-9747
Fax (402) 597-8532

0423244222

Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: MW
Date: 10/5/2023	Site Location: ~~Woodward~~ CHAPEL Chapel	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
CT-1	White 4X2 ceiling tile	1	Conference Room # 4	
CT-2	↓	1	↓	
CT-3	↓	1	↓	
DWJC-1	White Drywall /	1	Conference Room # 4	
DWJC-2	↓	1	CR4 - A	
DWJC-3	↓	1	CR4 - B	
CG-1	Brown Corrugated Glue	1	Conference Room 4	
CG-2	↓	1	↓	
CG-3	↓	1	↓	
C-1	White Sink Caulk	1	Restroom - 1	
C-2	↓	1	Restroom - 7	
C-3	↓	1	Kitchen - 3	

RECEIVED
EMSI
CINNAMINSON, N.J.
2023 OCT -9 A 10:15

ASBESTOS BULK SAMPLE FORM

ATLAS
11117 Mockingbird Drive
Omaha, NE 68137
Phone (402) 697-9747
Fax (402) 597-8532

042324222

Project Information

Client:	Project Description: Woodward	Project Manager: JH Inspector: MW
Date: 10/5/2023	Site Location: Woodward Chapel	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
CTEX-1	White Ceiling Texture	1	Stairway 8	
2	↓	1	Stairway 8	
3	↓	1	Room 10	
WTEX-1	White Wall Texture	1	Stairway 8	
2	↓	1	↓	
3	↓	1	↓	
W6-1	White Window Glazing	1	Room 10	
2	↓	1	Room 9	
3	↓	1	Stairway Room 8	
EC-1	White exterior caulking			
2	↓			
3	↓			

RECEIVED
EMSL
CINNAMINSON, N.J.
2023 OCT -9 A 10:15

ASBESTOS BULK SAMPLE FORM

ATLAS
11117 Mockingbird Drive
Omaha, NE 68137
Phone (402) 697-9747
Fax (402) 597-8532

042324222

Project Information

Client:	Project Description: WOODWARD	Project Manager: SH Inspector: MW
Date: 10/5/2023	Site Location: CHAPEL	ATLAS PROJECT NUMBER: 204BS06333

Sample #	Material Description	Floor	Sample Location	Quantity
BM-1	Tan Brick Mortar			
2				
3				

RECEIVED
EMSL
CINNAMINSON, N.J.
2023 OCT -9 A 10:15

APPENDIX B

LEAD PAINT TEST RESULTS

EMSL Analytical, Inc.
706 Gralin Street, Kernersville, NC 27284
Phone/Fax: (336) 992-1025 / (336) 992-4175
http://www.EMSL.com kernersvillelab@emsl.com

EMSL Order:	022306996
CustomerID:	ATC55
CustomerPO:	204B506333
ProjectID:	

Attn: **Steve Hudson**
Atlas Technical
11117 Mockingbird Drive
Omaha, NE 68137

Phone:	(402) 697-9747
Fax:	(402) 597-8532
Received:	10/10/2023 09:00 AM
Collected:	

Project: **WOODWARD CHAPEL 204B506333**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client SampleDescription	*Collected*	*Analyzed*	*Weight*	*RDL*	*Lead* ***Concentration***
PC-1 *022306996-0001*		10/12/2023	.3326 g	0.0080 % wt	0.11 % wt
PC-2 *022306996-0002*		10/12/2023	.2742 g	0.0080 % wt	0.16 % wt
PC-3 *022306996-0003*		10/12/2023	.3922 g	0.0080 % wt	0.13 % wt
PC-4 *022306996-0004*		10/12/2023	.3052 g	0.0080 % wt	0.20 % wt
PC-5 *022306996-0005*		10/12/2023	.2532 g	0.0080 % wt	0.12 % wt
PC-6 *022306996-0006*		10/12/2023	.3403 g	0.0080 % wt	0.13 % wt
PC-7 *022306996-0007*		10/12/2023	.3861 g	0.0080 % wt	0.12 % wt
PC-8 *022306996-0008*		10/12/2023	.2521 g	0.0080 % wt	0.074 % wt
PC-9 *022306996-0009*		10/12/2023	.2705 g	0.80 % wt	20 % wt

James Cole

James Cole, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.
* Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc. Kernersville, NC AIHA LAP, LLC-ELLAP Accredited #102564

Initial report from 10/13/2023 08:01:16

OrderID: 022306996

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Lead Chain of Custody

EMSL Order Number / Lab Use Only

022306996

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
EMAIL: c@emsl.com

Customer Information		Billing Information	
Customer ID:		Billing ID:	
Company Name:	Atlas Technical	Company Name:	Atlas Technical
Contact Name:	Steve Hudson	Billing Contact:	Steve Hudson
Street Address:	11117 Mockingbird Drive	Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha NE 68137	City, State, Zip:	Omaha NE 68137
Country:	US	Country:	US
Phone:	402-697-9747	Phone:	402-697-9747
Email(s) for Report:	steve.hudson@oneatlas.com	Email(s) for Invoice:	

Project Information

Project Name/No:	WOODWARD CHAPEL 204B506333	Purchase Order:	
EMSL LIMS Project ID: (If applicable, EMSL will provide)		US State where samples collected:	IA
State of Connecticut (CT) must select project location:	☐ Commercial (Taxable) ☐ Residential (Non-Taxable)		
Sampled By Name:	MATT WAGNER	Sampled By Signature:	
No. of Samples in Shipment	9		

Turn-Around-Time (TAT)

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☒ 1 Week ☐ 2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. *32 Hour TAT available for select tests only; samples must be submitted by 11:30am.

MATRIX	METHOD	INSTRUMENT	REPORTING LIMIT	SELECTION
CHIPS ☒ % by wt. ☐ ppm (mg/kg) ☐ mg/cm²	SW 846-7000B	Flame Atomic Absorption	0.008% (80ppm)	☒
*Reporting Limit based on a minimum 0.25g sample weight	SW 846-6010D*	ICP-OES	0.0004% (4ppm)	☐
AIR	NIOSH 7082	Flame Atomic Absorption	4µg/filter	☐
	NIOSH 7300M / NIOSH 7303M	ICP-OES	0.5µg/filter	☐
	NIOSH 7300M / NIOSH 7303M	ICP-MS	0.05µg/filter	☐
WIPE ☐ ASTM ☐ NON-ASTM	SW 846-7000B	Flame Atomic Absorption	10µg/wipe	☐
*If no box is checked, non-ASTM Wipe is assumed	SW 846-6010D*	ICP-OES	1.0µg/wipe	☐
TCLP	SW 846-1311 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	SW 846-1311 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	☐
SPLP	SW 846-1312 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	SW 846-1312 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	☐
TTLC	22 CCR App. II, 7000B	Flame Atomic Absorption	40mg/kg (ppm)	☐
	22 CCR App. II, SW 846-6010D*	ICP-OES	2mg/kg (ppm)	☐
STLC	22 CCR App. II, 7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	22 CCR App. II, SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	☐
Soil	SW 846-7000B	Flame Atomic Absorption	40mg/kg (ppm)	☐
	SW 846-6010D*	ICP-OES	2mg/kg (ppm)	☐
Wastewater	SM 3111B / SW 846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
Unpreserved ☐ / Preserved with HNO3 ☐ PH<2	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	☐
Drinking Water	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	☐
Unpreserved ☐ / Preserved with HNO3 ☐ PH<2	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	☐
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter	☐
Other:				☐

Sample Number	Sample Location	Volume / Area	Date / Time Sampled
	SEE ATTACHED SHEET		

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Eric Brown	Date/Time: 10/6/2023 18:00	Received by: Queen EFX	Date/Time 10-09-23 11am
Relinquished by:	Date/Time:	Received by: SS	Date/Time 10.10.23 9am

Controlled Document - COC-25 Lead R16 4/19/2021

*6010C Available Upon Request

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc 's Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer

9pk

(1)

EFX 7967 1803 4288

PAINT CHIP SAMPLE LOG SHEET

ATLAS
11117 Mockingbird Drive
Omaha, NE 68137
Phone (402) 697-9747

Project Information

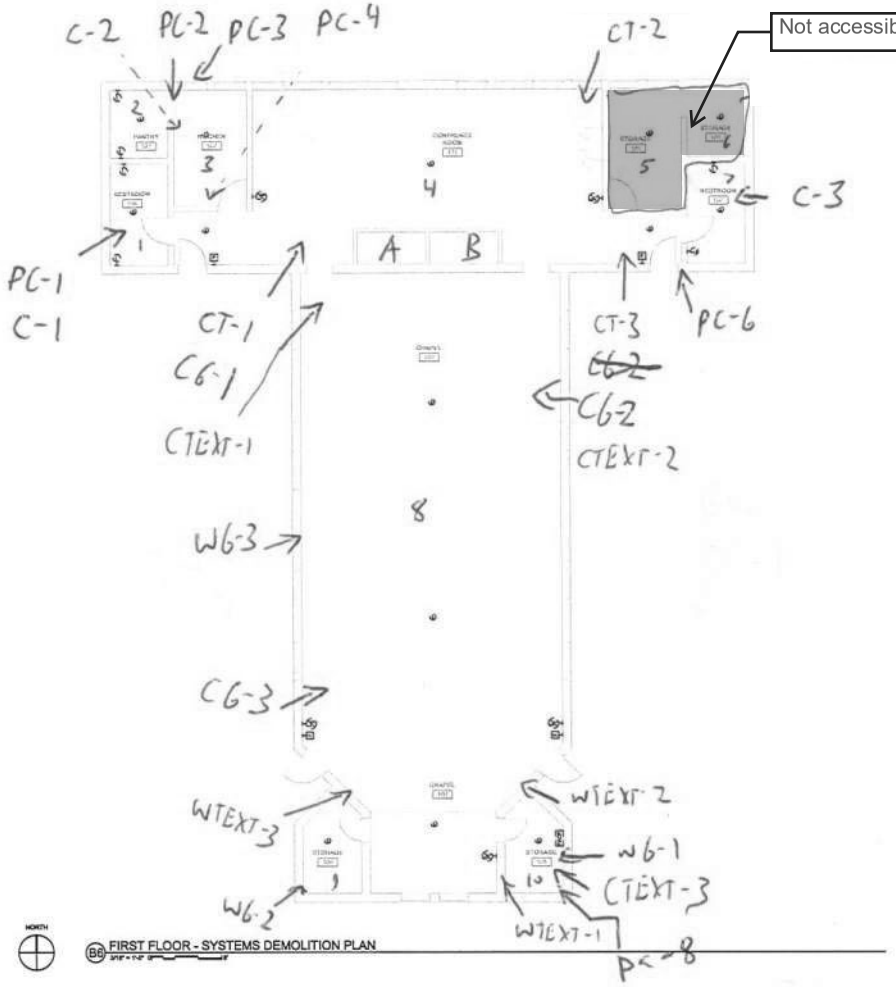
Client:	Project Description: WOODWARD	Project Manager. SH Inspector: MW
Date: 10/5/2023	Site Location: Woodward Chapel	ATLAS PROJECT NUMBER: 204BS 06333

Sample #	Paint Color	Substrate	Sample Location	Quantity
PC-1	White	Brick	Restroom - 1	
PC-2	Cream	Wood door Frame	Wood door from kitchen - 3	
PC-3	Lightgray	Brick	kitchen - 3	
PC-4	White	Plaster	kitchen - 3	
PC-5	White	Brick	Conference Room - 4	
PC-6	White	Wood	Around wood door - Exit	
PC-7	White	Brick	Sanctuary - 8	
PC-8	White	Brick	Room 10	
PC-9	White	Wood	Exterior around Door Frame	
~~PC-10~~				

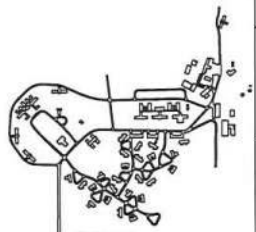
APPENDIX C

ASBESTOS SAMPLE LOCATIONS

ASBESTOS SAMPLE LOCATIONS



B6 FIRST FLOOR - SYSTEMS DEMOLITION PLAN



KEYNOTES

KEY	NOTE

SHIVELATTERY

PRELIMINARY - NOT FOR CONSTRUCTION

(#9279.31) Chapel Sprinkler

FIRST FLOOR SYSTEMS DEMOLITION PLAN

05-ED301

APPENDIX D

STAFF CERTIFICATIONS

MATTHEW WAGNER

DOB: 03-05-1997

Issued: 06-27-2023



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

License Type	Number	Expires
INSPECTOR	23-10295	06-06-2024

DIVISION OF IOWA LABOR

Asbestos

Larry Johnson, Jr.
Labor Commissioner

APPENDIX E

PHOTOS



View of the Chapel.

1



View of the Asbestos Containing Window Glazing, exterior side of glass. (WG-1, 2, 3, 10-15% Chrysotile)

2

Photograph Log Chapel 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Chapel.

1



View of the White Lead Containing Paint. (PC-1, 0.11% Pb)

2

Photograph Log Chapel 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the Cream Lead Containing Paint. (PC-2, 0.16% Pb)

3



View of the Light Green Lead Containing Paint. (PC-3, 0.13% Pb)

4

Photograph Log Chapel 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the White Lead Containing Paint. (PC-4, 0.20% Pb)

5



View of the White Lead Containing Paint. (PC-5, 0.12% Pb)

6

Photograph Log Chapel 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the White Lead Containing Paint. (PC-6, 0.13% Pb)

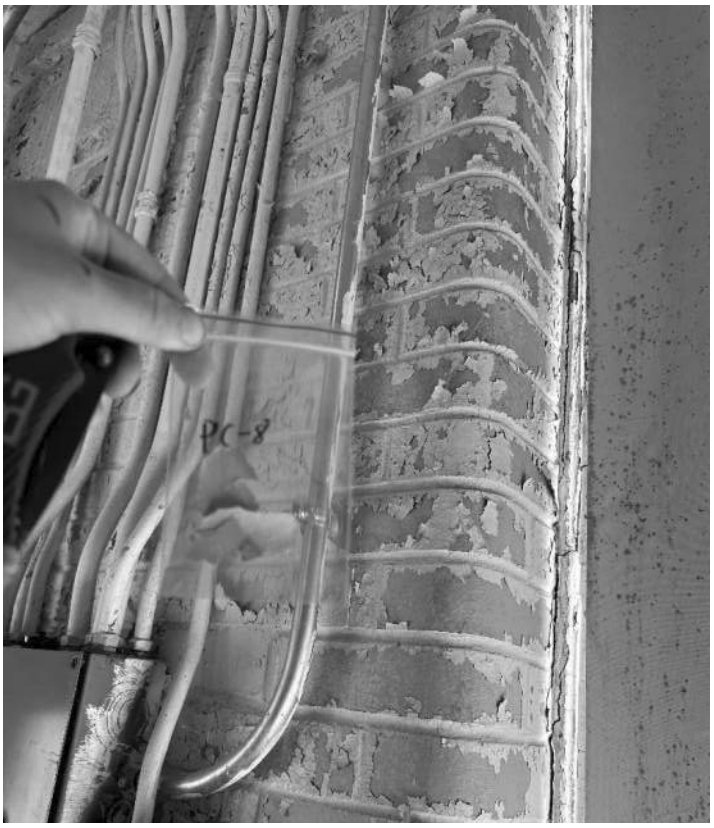
7



View of the White Lead Containing Paint. (PC-7, 0.12% Pb)

8

Photograph Log Chapel 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333



View of the White Lead Containing Paint. (PC-8, 0.074% Pb)	**9**



View of the White **Lead Based Paint**. (PC-9, 20% Pb)	**10**

Photograph Log Chapel 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06333

Limited Asbestos Survey Report

PREPARED FOR:

Mr. Elijah Ralston
Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

PROJECT LOCATION:

Dispatch Garage
Woodward Resource Center
Woodward, Iowa

Project Date: August 25, 2023

Report Date: September 4, 2023

Atlas Project ID: 204BS06223

PREPARED BY:

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

September 4, 2023

IDAS Owner's Representative
Ms. Jennifer Kleene
Jennifer.Kleene@iowa.gov

Story Construction
Mr. Elijah Ralston
2810 Wakefield Circle
Ames, Iowa 50010

Subject: **Limited Asbestos Survey Report**
Woodward Resource Center
Dispatch Garage
Woodward, Iowa
Atlas Project No.: 204BS06223

Dear Ms. Kleene:

Atlas Technical Consultants (Atlas) is pleased to submit this report for the results of the limited asbestos survey conducted on August 25, 2023 at the Dispatch Garage at the Woodward Resource Center, Woodward, Iowa. The testing was conducted to identify the possible presence of asbestos containing materials that may be impacted by planned renovation activities in the Dispatch Garage associated with the WRC Decentralization – Phase 2 (#9279.20) and Fire Alarm – Phase 1 (#9294) Projects.

1.0 *Limited Asbestos Inspection*

Mr. Eric Brown of Atlas conducted an inspection and testing to identify the presence of asbestos containing materials (ACMs) that may be impacted by planned renovation activities. The inspection was limited to accessible surfaces / areas in the Dispatch Garage that may be impacted by renovation activities associated with the WRC Decentralization – Phase 2 (#9279.20) and Fire Alarm – Phase 1 (#9294) Projects.

Mr. Brown's State of Iowa Asbestos Inspector license number is #23-9474. Staff certifications are provided in Attachment A. Atlas' asbestos inspection was performed in general accordance with the sampling protocols as outlined in AHERA, 40 Code of Federal Regulations (CFR) 763. Approximate quantities of visible and accessible suspect materials were estimated by field measurements.

Laboratory Analytical Method

Bulk samples were collected from suspect asbestos containing building materials by assessing the condition of the material and removing a small piece that was then placed into a sample bag, sealed and uniquely labeled. The samples were submitted to EMSL

Analytical Inc. (EMSL) Laboratory in Cinnaminson, New Jersey for analysis using Polarized Light Microscopy (PLM) in accordance with the United States Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993). The laboratory is registered as an American Industrial Hygiene Association (AIHA)-accredited laboratory and participates in the National Voluntary Lab Accreditation Participation (NVLAP) (Lab #101048-0).

Asbestos Results

Atlas submitted twenty-one-(21) bulk samples of suspect asbestos containing materials for laboratory analysis. A summary of the analytical results is provided in Table 1 below. Copies of laboratory analytical reports and chain-of-custody are provided in Attachment B.

Asbestos-Containing Materials (>1% Asbestos)

The US EPA defines an asbestos containing material as a material containing >1% asbestos. If asbestos containing materials will be disturbed as part of renovation or demolition activities, they must be abated by a State of Iowa certified asbestos abatement contractor prior to disturbance. The following ACMs were identified:

Table 1. Asbestos Containing Materials (>1%)				
Sample No.	**Homogenous Material**	**Location**	**Asbestos Content per Layer**	**Estimated Quantity**
No asbestos containing materials were identified				

The following table lists the suspect materials sampled that were determined not to contain asbestos.

Table 2. Non-Asbestos Containing Materials Sampled			
Sample No.	**Homogenous Material**	**Location**	**Asbestos Content per Layer**
WG-1	Light Gray Expansion Joint	Exterior	ND
WG-2	Tan Mastic	Exterior	ND
WG-3	White Caulk	Exterior	ND
WG-4	Gray Caulk	Exterior	ND
WG-5	Brick Mortar	Exterior	ND
WG-6	CMU Mortar	Interior	ND
WG-7	Concrete Patch	Wash Bay Dividing Wall	ND
WG-8	Duct Wrap	Ductwork	ND
WG-9	TSI 1”	Interior	ND
WG-10	TSI Ceiling Ductwork	Above Offices	ND
WG-11	Vibration Damper	Above Offices	ND
WG-12	TSI inside Ductwork	Above Offices	ND
WG-13	Drywall Mud	Offices	ND
WG-14	Drywall Mud	Offices	ND
WG-15	Drywall Tape	Offices	ND
WG-16	Drywall Mud	Offices	ND
WG-17	Drywall	Offices	ND
WG-18	Roof Insulation 2”	Roof	ND
WG-19	Vinyl Flooring	Offices	ND
WG-20	Vinyl Flooring	Offices	ND
WG-21	Textured Paint	Offices	ND

Quantities of ACM are estimations and should be verified by contractors in the field. Contractors should use caution during construction-related activities as concealed asbestos-containing materials that were not previously accessible may be encountered. If materials not sampled during this investigation are later discovered, they should be sampled and confirmed if they contain regulated quantities of asbestos by PLM analysis.

If so confirmed, they will require removal and disposal in accordance with federal, state and local regulations, prior to disturbance. Work activities involving exposure to asbestos-containing materials requires personnel training, monitoring and accreditations.

2.0 *Conclusions*

Based upon the findings of the August 25, 2023 inspection, ***asbestos was not identified*** in the suspect materials sampled.

3.0 Limitations

Atlas' survey was limited to the observation, minimal destructive sampling and analysis of suspect ACMs associated with planned renovation activities. Atlas did not collect samples from areas that were inaccessible / could not be safely accessed or that were outside the scope of this limited inspection.

Contractors should use caution during construction-related activities as concealed ACMs that were not previously identified may be encountered. If materials not sampled during this investigation are later identified to contain regulated quantities of asbestos, then they should be removed and disposed in accordance with federal, state and local regulations, prior to disturbance. Abatement of ACMs must be performed by a licensed abatement contractor.

This report should not be utilized as a bidding document or as a project specification document since it does not have all the components required to serve an as Asbestos Abatement Project Design document or an Abatement Work Plan.

The opinions presented within this report apply to the site conditions existing at the time of Atlas's investigation and interpretation of current regulations pertaining to ACMs. All applicable federal, state and local regulations should always be verified prior to any work that will disturb materials potentially containing regulated quantities of asbestos.

If you have any questions regarding this report or require further clarification, please contact our office at (402) 697-9747.

Sincerely,

ATLAS TECHNICAL CONSULTANTS, LLC

Prepared By:



Eric Brown, MS
Environmental Scientist
IA Asbestos Inspector # (23-9474)

Reviewed By:



Steve Hudson, MS, CIH, CIEC
Sr. Project Manager

Attachments:

- Attachment A: Certifications / Licenses
- Attachment B: Asbestos Analytical Results and Chain-of-Custody
- Attachment C: Photo Log
- Attachment D: Sample Location Sketch

APPENDIX A

CERTIFICATIONS / LICENSES

ERIC BROWN

DOB: 05-07-1970

Issued: 02-08-2023



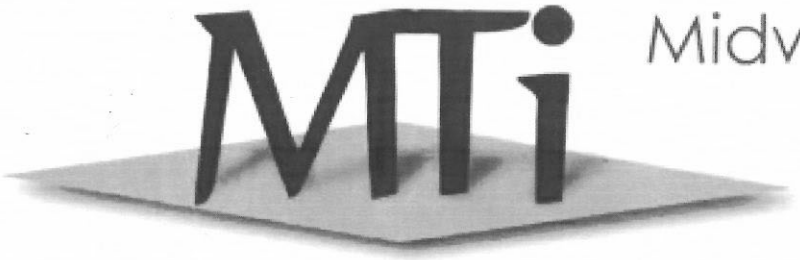
This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	23-9474	02-08-2024

DIVISION OF IOWA LABOR

Asbestos

Larry Johnson, Jr.
Labor Commissioner



Midwest Training Institute

"A Higher Standard of Training"

An ATC Company

This is to **certifies that**

Eric Brown

has completed the requisite training for asbestos accreditation under TSCA Title II, 15 U.S.C. 2646 and the State of Nebraska Asbestos Regulations and passed the associated examination with a score of 70% or better.

EPA AHERA/Nebraska Asbestos Inspector Refresher Course

Course Location:
Des Moines, IA

Midwest Training Institute, Inc.
11117 Mockingbird Drive
Omaha, NE 68137
(402) 505-2940
(402) 515-0585
www.midwesttrainingsite.com

Instructor

Course Date:	**02/08/2023**
Examination Date:	**02/08/2023**
Expiration Date:	**02/08/2024**
Certificate #	**MTITB6129 IR**
Course Length	**4 Hours**

APPENDIX B

ASBESTOS ANALYTICAL RESULTS & CHAIN OF CUSTODY

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 042321269
Customer ID: ATC55
Customer PO:
Project ID:

Attention: Tim Jacobsen
Atlas Technical
11117 Mockingbird Drive
Omaha, NE 68137

Phone: (402) 320-8396
Fax: (402) 597-8532
Received Date: 08/28/2023 9:00 AM
Analysis Date: 08/30/2023
Collected Date: 08/25/2023

Project: WRC - Dispatch Garage / 204BS06223

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
DG-1 *042321269-0001*	Exterior - Light Gray Expansion Joint	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-2 *042321269-0002*	Exterior - Tan Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-3 *042321269-0003*	Exterior - White Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-4 *042321269-0004*	Exterior - Gray Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-5 *042321269-0005*	Exterior - Brick Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-6 *042321269-0006*	Exterior - CMU Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-7 *042321269-0007*	Dividing Wall Wash Bay - Concrete Patch	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-8 *042321269-0008*	Dividing Wall Wash Bay - Duct Wrap	White Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
DG-9-Pipe Wrap *042321269-0009* *Result includes a small amount of inseparable attached material*	Dividing Wall Wash Bay - TSI 1" Pipe	Tan/White/Silver Non-Fibrous Homogeneous	45% Cellulose 25% Glass	30% Non-fibrous (Other)	None Detected
DG-9-Pipe Insulation *042321269-0009A*	Dividing Wall Wash Bay - TSI 1" Pipe	Yellow Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
DG-10 *042321269-0010*	Dividing Wall Wash Bay - TSI Ceiling Ductwork	Gray/Pink Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
DG-11 *042321269-0011*	2 Dampers - Vibration Damper	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
DG-12 *042321269-0012*	2 Dampers - TSI inside Ceiling Ductwork	Gray/Black Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
DG-13 *042321269-0013*	2 Dampers - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-14 *042321269-0014*	2 Dampers - Drywall Mud	Various Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
DG-15 *042321269-0015*	2 Dampers - Drywall Tape	White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected

Initial report from: 08/30/2023 10:58:59

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 042321269
Customer ID: ATC55
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
DG-16 *042321269-0016*	2 Dampers - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-17 *042321269-0017*	2 Dampers - Drywall	Brown/White Fibrous Homogeneous	15% Cellulose 3% Glass	82% Non-fibrous (Other)	None Detected
DG-18 *042321269-0018*	2 Dampers - Roof Insulation 2"	Black/Yellow Fibrous Homogeneous	45% Cellulose 15% Glass	40% Non-fibrous (Other)	None Detected
DG-19-Vinyl Flooring *042321269-0019*	2 Dampers - Vinyl Flooring	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-19-Mastic *042321269-0019A*	2 Dampers - Mastic	White/Beige Non-Fibrous Homogeneous	2% Cellulose 3% Fibrous (Other)	95% Non-fibrous (Other)	None Detected
DG-20-Vinyl Flooring *042321269-0020*	2 Dampers - Vinyl Flooring	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-20-Mastic *042321269-0020A*	2 Dampers - Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DG-21 *042321269-0021* *Inseparable paint / coating layer included in analysis*	2 Dampers - Textured Paint	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Andrew Borsos (21)
Dave Poitras (3)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 08/30/2023 10:58:59

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only: 042321269

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
EMAIL: c@emsl.com

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information

Customer ID:	
Company Name:	Atlas Technical
Contact Name:	
Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha NE 6813 Country: US
Phone:	402-697-9747
Email(s) for Report:	

Billing Information

Billing ID:	
Company Name:	Atlas Technical
Billing Contact:	
Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha NE 68137 Country: US
Phone:	402-697-9747
Email(s) for Invoice:	

Project Information

Project Name/No:	WRC DISPATCH GARAGE 204B506223
Purchase Order:	
EMSL LIMS Project ID: (If applicable, EMSL will provide)	
US State where samples collected:	IA
State of Connecticut (CT) must select project location:	☐ Commercial (Taxable) ☐ Residential (Non-Taxable)
Sampled By Name:	ERIC BROWN
Sampled By Signature:	Eric Brown
No. of Samples in Shipment	21

Turn-Around-Time (TAT)

☐ 3 Hour ☐ 4-4.5 Hour ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.

Test Selection

PCM Air
- ☐ NIOSH 7400
- ☐ NIOSH 7400 w/ 8hr. TWA

PLM - Bulk (reporting limit)
- ☒ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)
- ☐ POINT COUNT
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- POINT COUNT w/ GRAVIMETRIC
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- ☐ NIOSH 9002 (<1%)
- ☐ NYS 198.1 (Friable - NY)
- ☐ NYS 198.6 NOB (Non-Friable - NY)
- ☐ NYS 198.8 (Vermiculite SM-V)

TEM - Air
- ☐ AHERA 40 CFR, Part 763
- ☐ NIOSH 7402
- ☐ EPA Level II
- ☐ ISO 10312*

TEM - Bulk
- ☐ TEM EPA NOB
- ☐ NYS NOB 198.4 (Non-Friable-NY)
- ☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%)

Other Test (please specify)

TEM - Settled Dust
- ☐ Microvac - ASTM D5755
- ☐ Wipe - ASTM D6480
- ☐ Qualitative via Filtration Prep
- ☐ Qualitative via Drop Mount Prep

Soil - Rock - Vermiculite (reporting limit)*
- ☐ PLM EPA 600/R-93/116 with milling prep (<0.25%)
- ☐ PLM EPA 600/R-93/116 with milling prep (<0.1%)
- ☐ TEM EPA 600/R-93/116 with milling prep (<0.1%)
- ☐ TEM Qualitative via Filtration Prep
- ☐ TEM Qualitative via Drop Mount Prep

*Please call with your project-specific requirements.

☐ Positive Stop - Clearly Identified Homogeneous Areas (HA) | Filter Pore Size (Air Samples) ☐ 0.8um ☐ 0.45um

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
DG-1	LIGHT GRAY EXPANSION JOINT	EXTERIOR	8/25/2023
DG-2	TAN MASTIC	"	
DG-3	WHITE CAULK	"	
DG-4	GRAY CAULK	"	
DG-5	BRICK MORTAR	"	
DG-6	CMU MORTAR		
DG-7	CONCRETE PATCH	DIVIDING WALL WASH BAY	
DG-8	DUCT WRAP		

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Eric Brown	Date/Time: 8/25/2023 16:00	Received by: EFX	Date/Time: 8/28/23
Relinquished by:	Date/Time:	Received by:	Date/Time

RECEIVED EMSL CINNAMINSON, N.J. AUG 28 P 12:01

Controlled Document - COC-05 Asbestos R15 4/23/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

21

Page 1 of 2

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

042321269

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
EMAIL: c@emsl.com

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
DG-9	TSI 1" PIPE		8/25/2023
DG-10	TSI CEILING DUCTWORK		
DG-11	VIBRATION DAMPER	2 DAMPERS	
DG-12	TSI INSIDE CEILING DUCT WORK		
DG-13	DRYWALL MUD		
DG-14	DRYWALL MUD		
DG-15	DRYWALL TAPE		
DG-16	DRYWALL MUD		
DG-17	DRYWALL		
DG-18	ROOF INSULATION 2"		
DG-19	VINYL FLOORING		
DG-20	VINYL FLOORING		
DG-21	TEXTURED PAINT		

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - COC-05 Asbestos R15 4/23/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

APPENDIX C

PHOTO LOG



View of the Dispatch Garage facing north.

1



View of interior of the Dispatch Garage.

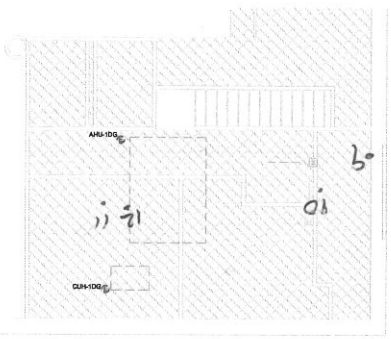
2

Photograph Log Woodward Resource Center Dispatch Garage Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06223

APPENDIX D

SAMPLE LOCATION SKETCH

KEYNOTES	
KEY	NOTE



DURING THE 9/25/2023 SITE VISIT, THIS WAS NORTH

N

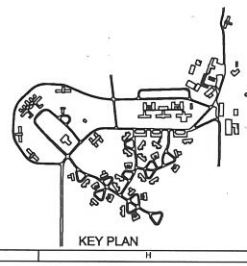
PLAN NORTH TRUE NORTH

2 MEZZANINE LEVEL - POWER DEMOLITION PLAN
1/4" = 1'-0"



PLAN NORTH TRUE NORTH

1 FIRST FLOOR - POWER DEMOLITION PLAN
1/4" = 1'-0"



KEY PLAN

SHIVEHATTERY
ARCHITECTURE | ENGINEERING
4125 WESTOWN PKWY, SUITE 100
WEST DES MOINES, IA 50266
515.223.8104 | SHIVE-HATTERY.COM

WRC Decentralization Phase 2 (#9279.20)

Iowa Department of Administrative Services
1251 334th St, Woodward, IA 50276

DRAWN BY	PJD
APPROVED BY	KJS
ISSUED FOR	PH.001 50% CD REVIEW SET
ISSUE DATE	2023-07-07
PROJECT NUMBER	21422S500
FIELD BOOK	

FIRST FLOOR AND MEZZANINE LEVEL POWER DEMOLITION PLAN

15-ED201

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SECTION 00 3143

PERMIT APPLICATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PERMIT APPLICATION INFORMATION

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

1.03 LICENSES, PERMITS, AND RELATED INSPECTIONS

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

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SECTION 00 4116

BID INFORMATION

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

RFB #927930-01

BID INFORMATION for CONSTRUCTION CONTRACT
for
Woodward Resource Center
1251 334th Street, Woodward, Iowa 50276
Project 9279.30-.31 & 9294.01

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

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

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

Authorized Representative:
The undersigned Bidder, in response to your Request for Bid for construction of the above project, having examined the Drawings, Specifications, and other Bidding Documents dated January 10, 2023, and Addenda issued and acknowledged below as received and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies to perform all work to construct the project in strict accordance with the proposed Contract Documents, within the time and at the prices stated below. Prices are to cover all expenses incurred in performing the work required under the proposed Contract Documents, of which this bid is a part.

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

Number _____ _____ _____ _____ _____

Dated _____ _____ _____ _____ _____

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

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

Please see the spreadsheet attached in IMPACS Electronic Procurement System for the bid package detail. Please upload the completed spreadsheet to IMPACS.

Bidder hereby certifies that:

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

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

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

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

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

stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

☐ Resident Bidder

Name of Resident Bidder: _____

By: _____
Authorized Agent and Signatory of Resident Bidder

OR:

☐ Nonresident Bidder

Name of Nonresident Bidder: _____

Name of State or Foreign Country of Nonresident Bidder: _____

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

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

By: _____
Authorized Agent and Signatory of Nonresident Bidder

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

Legal Name of Firm: _____

Date: _____

Signature of Bidder: _____

Title: _____

Typed Name of Signatory: _____

Email: _____

Business Address:
_____
_____
_____

Telephone Number: _____ Fax Number: _____

Federal Tax Identification Number: _____

Iowa Contractor Registration Number: _____

Bidder Safety Manager Name:_____

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

END OF SECTION

WRC Decentralization Phase 3 & Fire Alarm Phase 2 & Chapel Sprinkler

Contractor Entered Value
Automatic Calculation

BP #01-1 - Abatement

BP #01-1 Base Bid	
BP #01-1 Unit Price #1 - Extra TSI and Piping Abatement	
BP #01-1 Unit Price #2 - Extra Drywall Abatement	
BP #01-1 Unit Price #3 - Extra Flooring Abatement	

BP #09-1 - General Construction

BP #09-1 Base Bid for the Administration Building	
BP #09-1 Base Bid for the Administration Building (Includes $10,000 allowance for wall patching)	$ 10,000.00
BP #09-1 Base Bid Administration Building Total	$ 10,000.00
BP #09-1 Base Bid for the Medical Center, Food Service and Elmcrest Buildings	
BP #09-1 Base Bid for the Medical Center, Food Service and Elmcrest Buildings (Includes $30,000 allowance for wall patching)	$ 30,000.00
BP #09-1 Base Bid for the Medical Center, Food Service and Elmcrest Buildings Total	$ 30,000.00
BP #09-1 Total Base Bid Total	$ 40,000.00
BP #09-1 Alternate #01 - Medical Center Storage Room B04	
BP #09-1 Alternate #02 - Elmcrest 2nd Floor Ceilings	
BP #09-1 Alternate #03 - Medical Center 2nd Floor Ceilings	
BP #09-1 Unit Price #01 - Patching Hourly Rate	

BP #23-1 - Dispatch Garage Decentralization

BP #23-1 Base Bid	

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SECTION 00 4116.01

NON-DISCRIMINATION CLAUSE

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

PART 1 - GENERAL

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

1.01 NONDISCRIMINATION CLAUSE

A. The contractor, subcontractor, vendor and supplier of goods and services will not discriminate against an employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinion, or affiliations of an applicant or employee based upon the nature of the job occupation. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action Program to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinions or affiliations. Such action shall include, but not be limited to the following:
   1. Employment.
   2. Upgrading.
   3. Demotion or transfer.
   4. Recruitment and advertising.
   5. Layoff or termination.
   6. Rates of pay or other forms of compensation.
   7. Selection for training, including apprenticeship.

B. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinion or affiliations.

C. The contractor, subcontractor, vendor and supplier or their collective bargaining representative will send to each labor union or representative or workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.

D. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives and orders of the State of Iowa Affirmative Action Program Contract Compliance Provisions.

E. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Equal Employment Opportunity Officer, said forms may elicit information as to the policies, procedures, patterns, and practices of each subcontractor as state as the contractor themselves and said contractor, subcontractor, vendor and supplier will permit access to their employment books, records and accounts to the State's Equal Employment Opportunity Officer, for the purpose of investigation to ascertain compliance with this Contract and with rules regulations of the State's Affirmative Action Program.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations and orders; this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized by the State of Iowa.

G. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract, subcontract or purchase order unless exempted by the rules, regulations or orders of the State's Affirmative Action Program, and will provide in every subcontract or purchase order that said provisions will be binding upon each contractor, subcontractor or seller.

H. The parties agree to comply with "Compliance with the Law; Nondiscrimination in Employment" of the current Terms and Conditions at the award of this contract. Current Terms and Conditions may be found on the following web site and are, by this reference, made a part of this Agreement. https://das.iowa.gov/procurement/terms-and-conditions

I. We certify and recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, ancestry, religion, economic status, age or disabilities, unless disabilities are based upon the nature of the job occupation.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 4116.02

TARGETED SMALL BUSINESS INFORMATION

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

PART 1 - GENERAL

1.01 TARGETED SMALL BUSINESS INFORMATION

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

B. Search the Targeted Small Business Directory for certified State of Iowa Targeted Small Businesses.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

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

CONTRACTOR	**BID NO.**	**PAGE #**

(to be completed by bidder)

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

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

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

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

SECTION 00 4313

BID SECURITY FORMS

PART 1 - GENERAL

1.01 BID SECURITY FORMS

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



CONSENSUSDOCS 262

BID BOND

(AMENDED BY STATE OF IOWA)

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

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

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

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

IMPORTANT: A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.
ConsensusDOCS 262 • BID BOND Copyright © 2007, Revised 2009 and 2011, ConsensusDOCS LLC. AN INDIVIDUAL PURCHASE OF THIS DOCUMENT PERMITS THE USER TO PRINT ONE CONTRACT FOR ONE PROJECT ONLY. YOU MAY ONLY MAKE COPIES OF A COMPLETED DOCUMENT FOR DISTRIBUTION TO PARTIES IN DIRECT CONNECTION WITH THE SPECIFIC CONSTRUCTION PROJECT. ANY OTHER USES, INCLUDING COPYING THE DOCUMENT, ARE STRICTLY PROHIBITED.

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

1. If the Obligee shall accept the bid of the Constructor, the Constructor shall enter into an Agreement with the Obligee in accordance with the terms of such Bid.

2. Constructor shall procure such bond or bonds as are specified in the Contract Documents for the faithful performance of the Work and for the prompt payment of labor and materials furnished in the performance of the Work.

3. If the Constructor fails to enter such Agreement and give such bonds, the Constructor shall pay to the Obligee the difference between the amount of Constructor's bid and the amount of such agreement the Obligee in good faith executes with another Party to perform the Work covered by Constructor's Bid, not to exceed the Bond Sum stated above.

4. If the Constructor shall fulfill its obligation under Articles 1 through 3, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This Bond is entered into as of _____ (date)

SURETY: _____ (seal)

BY: .....

Print Name: _____

Print Title: _____ (Attach Power of Attorney)

Witness: .....

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

Constructor: _____ (seal)

BY: .....

Print Name: _____

Print Title: _____

Witness: .....

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

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

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SECTION 00 5200

AGREEMENT FORM

PART 1 - GENERAL

1.01 AGREEMENT FORM

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

ConsensusDocs 802

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

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



TABLE OF ARTICLES

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

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

DRAFT

ConsensusDocs™ 802 - Standard Form of Agreement Between Owner and Trade Contractor (CM is Owner's Agent) - © 2007, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

ARTICLE 1 AGREEMENT

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

OWNER

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

and the

TRADE CONTRACTOR
Contractor Name
Address
City, State, Zip

for work in connection with the following

PROJECT
XXXX.XX - Project Name

The CONSTRUCTION MANAGER is
Construction Manager Name
Address
City, State, Zip

The DESIGN PROFESSIONAL for the Project is
Designer Name
Address
City, State, Zip

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

ARTICLE 2 GENERAL PROVISIONS

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

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

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

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

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treatment.

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

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

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

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

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

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

No exceptions

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

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

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

2.8 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 TRADE CONTRACTOR'S OBLIGATIONS

3.1 GENERAL RESPONSIBILITIES

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

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

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

3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

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

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

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

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

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

3.3 RESPONSIBILITY FOR PERFORMANCE

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

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

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

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

3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

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

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

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

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

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

3.5 MATERIALS FURNISHED BY THE OWNER OR OTHERS

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

3.6 TESTS AND INSPECTIONS

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

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

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

3.7 WARRANTY

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

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

3.8 CORRECTION OF TRADE CONTRACT WORK WITHIN ONE YEAR

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

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

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

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

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

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

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

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

3.9 CORRECTION OF COVERED TRADE CONTRACT WORK

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

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

3.10 SAFETY OF PERSONS AND PROPERTY

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

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

3.10.2.1 its employees and other persons at the Worksite;

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

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

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

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

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

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

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

3.11 EMERGENCIES

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

3.12 HAZARDOUS MATERIALS

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

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

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

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

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

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

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

3.12.7 MATERIALS BROUGHT TO THE WORKSITE

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

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

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

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

3.13 SUBMITTALS

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

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

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

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

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

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

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

(Check one only)

[X] final marked up as-built drawings

[ ] updated electronic data, in accordance with ConsensusDocs 200.2 and section 4.4.1

[ ] such documentation as defined by the Parties by attachment to this Agreement,

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

3.14 PROFESSIONAL SERVICES

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

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

3.15 WORKSITE CONDITIONS

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

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

3.16 PERMITS AND TAXES

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

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

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

3.16.3 (Deleted)

3.17 CUTTING, FITTING AND PATCHING

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

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

3.18 CLEANING UP

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

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

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

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

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

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

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION SERVICES

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

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

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

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

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

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

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

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

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

4.3 Deleted

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

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

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

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

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

ARTICLE 5 SUBCONTRACTS

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

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

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

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

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

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

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

5.4 Deleted

5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

ARTICLE 6 TRADE CONTRACT TIME

6.1 PERFORMANCE OF THE TRADE CONTRACT WORK

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

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

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

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

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

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6.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

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

6.5 LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

ARTICLE 7 TRADE CONTRACT PRICE

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

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

7.2 ALLOWANCES

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

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Work.

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

ARTICLE 8 CHANGES

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

8.1 TRADE CHANGE ORDER

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

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

8.2 TRADE CONTRACT INTERIM DIRECTED CHANGE

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

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

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

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

8.3 DETERMINATION OF COST

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

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

8.3.1.2 a mutually accepted, itemized lump sum;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 PAYMENT

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

9.2 PROGRESS PAYMENTS

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

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

9.2.3 CLAIM WAIVERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.6 SUBSTANTIAL COMPLETION

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

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

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

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

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

9.8 FINAL PAYMENT

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 INDEMNITY, INSURANCE, WAIVERS AND BONDS

10.1 INDEMNITY

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

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

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

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

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

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

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

10.2 TRADE CONTRACTOR'S INSURANCE

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

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

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

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

10.2.1.3 Business Automobile Liability Insurance

a. $1,000,000 Each Accident

10.2.1.4 Commercial General Liability Insurance

a. $1,000,000 Each Occurrence b. $2,000,000 General Aggregate c. $1,000,000 Products/Completed Operations Aggregate d. $1,000,000 Personal and Advertising Injury Limit

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

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

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

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

10.2.5 ADDITIONAL LIABILITY COVERAGE

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

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

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

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

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

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

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

10.3 OWNER'S INSURANCE

10.3.1 Deleted.

10.3.2 Deleted.

10.4 PROPERTY INSURANCE

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

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

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

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

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

10.5 PROPERTY INSURANCE LOSS ADJUSTMENT

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

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

10.6 WAIVERS

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

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

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

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

10.8 BONDS Performance and Payment Bonds

☒ are

☐ are not

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

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

ARTICLE 11 SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

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

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

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

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

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

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

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

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

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

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

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

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

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

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

11.4 TERMINATION BY OWNER FOR CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

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

11.5 TRADE CONTRACTOR'S RIGHT TO TERMINATE

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

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

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

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

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

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

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

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

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11.5.2.4 otherwise materially breaches this Agreement.

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

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

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

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

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

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

(Designate only one.)

[X] Project Neutral

[ ] Dispute Review Board

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

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

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

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

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

(Designate only one.)

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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Contractor has questions regarding its meaning or application.

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

ARTICLE 14 TRADE CONTRACT DOCUMENTS

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

RFBXXXXXXXXX Bid Package X

14.2 INTERPRETATION OF TRADE CONTRACT DOCUMENTS

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

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

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

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

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

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

OWNER State of Iowa, Department of Administrative Services

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Trade Contractor: *Contractor Name*

By: _____

(Authorized Representative)

Name:

Title:

Date:

Owner: State of Iowa - DAS

By: _____

(Authorized Representative)

Name:

Title:

Date:

END OF DOCUMENT.

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SECTION 00 6000

PERFORMANCE AND PAYMENT BOND

PART 1 - GENERAL

1.01 PERFORMANCE AND PAYMENT BOND

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



CONSENSUSDOCS 260

PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

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

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

This Bond is entered into as of _____.

SURETY _____(seal)

By: .....

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness: .....

CONSTRUCTOR _____(seal)

By: .....

Print Name: _____

Print Title: _____

Witness: .....

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

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CONSENSUSDOCS 261

PAYMENT BOND

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

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

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

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

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

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

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

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

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

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

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

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

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

This Bond is entered into as of _____.

SURETY _____(seal)

By: .....

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness: .....

CONSTRUCTOR _____(seal)

By: .....

Print Name: _____

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

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Print Title: _____

Witness: .....

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

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

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SECTION 01 1200

CONTRACT SUMMARY

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT INFORMATION

A. Facility Name/Location: Woodward Resource Center, 1251 334th Street, Woodward, Iowa 50276
B. DAS Project #: 9279.30, 9279.31 & 9294.01
C. Owner: State of Iowa, Department of Administrative Services, Hoover State Office Building, Level 3, 1305 East Walnut Street, Des Moines, IA 50319
D. Owner's Representative: Jennifer Kleene, Iowa Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319
E. Construction Manager: Darren Milliken, Story Construction, 2810 Wakefield Circle, Ames, Iowa 50010

1.03 PROJECT SUMMARY

A. The Iowa Department of Administrative Services will be receiving bids for the following work at the Woodward Resource Center, located at 1251 334th Street, Woodward, Iowa 50276.

B. The project includes but not limited to:
   1. Bid Package #01-1: Abatement
   2. Bid Package #09-1: General Construction
   3. Bid Package #23-1: Dispatch Garage Decentralization

C. Bid Packages that have already bid but are included for reference.
   1. Bid Package #21-1: Fire Suppression for the Chapel
   2. Bid Package #23-1: Mechanical Decentralization for the Elmcrest, Administration, Medical Center, and Food Service buildings.
   3. Bid Package #26-1: Electrical Decentralization and Fire Alarm for the Elmcrest, Administration, Medical Center, and Food Service buildings and only replacing fire alarm at the Chapel and Dispatch Garage

D. Target date to provide substantial completion is December 6, 2024.

1.04 BID SCOPE SUMMARY

A. Scope Applicable to All Bid Packages:
   1. The Contractor's Work includes all labor, supervision, materials, equipment, services, supplies, tools, facilities, transportation, hoisting, storage, receiving, licenses, inspections, certifications, overhead, profit, or other items required or reasonably inferable to properly and timely perform and complete all work and services to be performed by the Contractor

pursuant to this Agreement. Unless specifically stated otherwise, incidental work required to accomplish the work of this Bid Package shall be included in the bid. This would include, but not be limited to, temporary facilities, protection of the work, security of equipment, materials, and work in progress, etc. Contractor's Work shall be performed in accordance with the Drawings, Specification Divisions 00 and 01, and Specification sections applicable to each Contractor's scope.

2. Contractor is responsible for all labor and equipment to unload, account for all material delivered, stock, and delivery for this scope of work. Storage and delivery of materials and equipment at the Site shall be permitted only to the extent approved in advance by the Construction Manager, and if anything so stored obstructs the progress of any portion of the work, it shall be promptly removed or relocated by the Contractor without reimbursement.
3. On site supervision by Prime Contractor at all times work by that contractor or their subcontractors/suppliers is taking place.
4. Provide all temporary facilities required for this scope of work including trailer, trailer power, telephone, secured storage, temporary power for work, temporary and task lighting for work, etc. as determined necessary by Contractor. Coordinate location of trailers, material storage and utility lines with Construction Manager. Limited space is available, and permission to bring any such facility or excess materials onto the site shall be approved by the Construction Manager.
5. Contractor shall provide all equipment and tools for Contractor's own cleanup. Clean up shall be done at the end of every shift or more frequently if required for the Contractor to perform their work, for other Contractors to perform their work, as required by the Owner's operations, and at the discretion of the Construction Manager.
6. All turf, landscaping, and subgrade disturbances caused by equipment traffic or other activities related to the Contractor's scope shall be repaired or restored to proper conditions by the Contractor.
7. Protect adjacent existing building elements from damage from Scope of work. Repair existing building elements damaged during Contractor's Scope of work.
8. Contractors will need to plan on providing their own internet access if needed.
9. Each person working onsite (excluding delivery drivers) shall attend a 30-minute Woodward Resource Center and Story Construction Co. safety orientation prior to site entry. Upon successful completion of the orientation, each person will receive a hard-hat sticker to identify successful completion. Each person must successfully complete the orientation prior to being allowed onsite to perform work. A 24-hour notice to the Construction Manager of the need for an orientation is required.
10. Each Contractor shall designate a representative to attend one 60-minute pre-construction meeting.
11. Each Contractor and their Subcontractors shall designate an onsite representative to attend a daily 15-minute "End of Shift Meeting" on days which work is performed by them.
12. Each Contractor and their Subcontractors shall designate an onsite representative to attend a weekly 60-minute production and planning meeting the weeks which work is performed by them, plus the two (2) weeks ahead of each Contractor/Subcontractor starting work on site.
13. Each Contractor shall designate a representative to attend a 60-minute bi-weekly Owner/Designer/Construction Manager Meeting.
14. Prior to the weekly production and planning meeting, each Contractor and their Subcontractors shall populate the project planning and communication board with daily activities. This shall include activity description, quantity of work planned for completion daily, crew size for each activity, and location of each activity. The Construction Manager will assist with the population of the board.

15. Each Contractor shall have their Project Manager and onsite representative attend a Story Construction Co. Planning and Production system orientation. Plan for this meeting to last 2-hours.

1.05 WORK HOUR RESTRICTIONS

A. Typical work hours are 7:00 am to 5:00 pm. The only area with limited work hours is in the Pharmacy inside the Medical Center. Please coordinate with the Construction Manager and Facility prior to working in the area. There are no work hour restrictions for the rest of the facility.

1.06 CONTRACTOR USE OF SITE AND PREMISES

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

1.07 OWNER OCCUPANCY

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

1.08 RULES FOR CONSTRUCTION WORKERS

A. The staff of the State of Iowa has a responsibility to protect the public by providing a secure environment. All work site rules must be followed to the letter, at all times.
B. All construction workers must have a background check completed prior to entering the campus to perform work.
C. Hot Work Permit Processes and Fire Watch, when necessary, will be adhered to for this project.
D. All State properties are tobacco free. No smoking will be permitted or tolerated on campus unless in designated areas.
E. You are permitted access only to the work site and no other area of the institution.
F. No drugs, alcohol, or firearms are allowed on the work site.
G. Do not leave money, drugs, alcohol, or firearms in your personal vehicle.
H. Company and personal vehicles are to be parked and locked in designated or authorized area of the work.
I. Secure all tools at the end of the day.
J. Maintain control of all tools, supplies, and debris at all times during the work.
K. Never leave keys in any vehicle. If a security officer finds keys in a vehicle, they are under orders to turn them in to a security supervisor.
L. Do not give anything to residents or take anything from residents; if they offer, inform your supervisor.
M. Secure all tools at the end of each day. Never leave tools unattended. All tools shall be checked in at the beginning of the day and checked out at the end of the day. If security officers find loose tools, they are under orders to turn them in to their supervisor.
N. All delivery vehicles must go directly to the job site. Extra time should be anticipated for all deliveries. Provide 24-hour notice to the facility of deliveries.
O. During an emergency, follow the instructions of the security staff.

1.09 BID PACKAGE INSTRUCTIONS

A. **Bid Package #01-1** – Abatement: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Specifications:
      a. Division 00 – Procurement and Contracting Requirements
      b. Division 01 – General Requirements
         1) Asbestos Abatement Specification dated 1/4/2024 (Prepared by Atlas)
            a) Complete
      c. Division 02 – Existing Conditions

   2. Clarification: Any pipe with asbestos containing insulation is to be demolished with the insulation and is part of BP #01-1 scope of work.

   3. Clarification: For TSI and Piping abatement please include the drawings on 10-MD100 and 12-MD100

B. **BP#01-1 Unit Price #01** – Extra TSI and Piping Abatement: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. One unit to include: Cost of labor and materials for removing and disposing 10 linear feet of TSI and pipe containing asbestos.
   2. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   3. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

C. **BP#01-1 Unit Price #02** – Extra Drywall Abatement: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. One unit to include: Cost of labor and materials for removing and disposing 1 square foot of drywall containing asbestos.
   2. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   3. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

D. **BP#01-1 Unit Price #03** – Extra Floor Abatement: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. One unit to include: Cost of labor and materials for removing and disposing 1 square foot of flooring containing asbestos.
   2. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   3. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

E. **Bid Package #09-1** – General Construction: Trade Contractor shall include all of the following, but not limited to, as part of the contract:

   1. Specifications:
      a. Division 00 – Procurement and Contracting Requirements
      b. Division 01 – General Requirements
      c. Division 02 – Existing Conditions

1) Specification 02 41 00 Demolition. Complete all demo work associated with work corresponding to BP #09-1 to include ceilings, doors, walls, etc.

d. Division 05 – Metals
   1) Complete.

e. Division 06 – Wood, Plastics, and Composites
   1) Complete.

f. Division 07 – Thermal and Moisture Protection
   1) Specification 07 41 43 Metal Window Panels – Complete.
   2) Specification 07 84 00 Firestopping – for adjacent work completed by BP #09-1.
   3) Specification 07 90 00 Joint Sealants – for adjacent work completed by BP #09-1.

g. Division 08 – Openings
   1) Complete.

h. Division 09 – Finishes
   1) Complete.

2. Includes drawings: 00-G000, 00-G001, 02-A101, 05-A110, 10-AD01, 10-AD11, 10-AD12, 10-A111, 10-A112, 12-AD11, 12-AD12, 12-A100, 12-A111, 12-A112.

3. Clarification of pricing breakdown:
   a. 9279.30 Architectural: Administration Building
      1) 00-G000, 00-G001, 02-A101
   b. 9279.30 Architectural: Elmcrest, Food Service, and Medical Center
      1) 10-AD01, 10-AD11, 10-AD12, 10-A111, 10-A112, 12-AD11, 12-AD12, 12-A100, 12-A111, 12-A112.

4. Clarification: Contractor shall be lead-certified and all work done on areas with lead-containing or lead-based paint must be done by a lead-certified crew member.

5. Clarification: Provide all labor, material, and equipment to install temporary barriers in the Food Service building next to Cooler rooms 102 and 103 that are approximately 12’x8’ and 4’x8’.

F. **BP #09-1 Allowance #01** – Fire Alarm wall patching allowance for shall include all of the following as part of the contract:
   1. Include $40,000 owner wall patching allowance in base bid. Work to be completed on a time and material or proposal basis. Material to be invoiced as cost plus 15%. Please submit labor rate in BP09-1: Unit Price #01.

G. **BP#09-1 Alternate #01** – Medical Center Storage Room B04: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Provide all labor, material, and equipment to build two (2) walls in the basement of the Medical Center that are 18’x8’ and 57’x8’ to create Storage Room B04. See drawing on page 12-A100 for reference.
   2. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   3. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
   4. Execute accepted alternates under the same conditions as other work of the Contract.

H. **BP#09-1 Alternate #02** – Elmcrest Second Floor Ceilings: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Provide all labor, material, and equipment to demolish and reinstall ACT grid and tiles for ceilings on second floor of Elmcrest that are not part of the Decentralization scope. See pages 10-AD12 and 10-A112, for reference.
   2. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   3. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
   4. Execute accepted alternates under the same conditions as other work of the Contract.

I. **BP#09-1 Alternate #03** – Medical Center Second Floor Ceilings: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Provide all labor, material, and equipment to demolish and reinstall ACT grid and tiles for ceilings on second floor of Medical Center that are not part of the Decentralization scope. See pages 12-AD12, and 12-A112 for reference.
   2. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   3. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
   4. Execute accepted alternates under the same conditions as other work of the Contract.

J. **BP#09-1 Unit Price #01** – Hourly Rate: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. One unit to include: Cost for labor for 1 hour worth of work.
   2. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   3. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

K. **Bid Package #23-1** – Dispatch Garage Decentralization: Trade Contractor shall include all of the following, but not limited to, as part of the contract:

   1. Specifications:
      a. Division 00 – Procurement and Contracting Requirements
      b. Division 01 – General Requirements
      c. Division 02 – Existing Conditions
         1) Complete
      d. Division 07 – Thermal and Moisture Protection
         1) Specification 07 84 00 Firestopping – Complete
         2) Specification 07 90 00 Joint Sealants - Complete
      e. Division 23 – HVAC
         1) Complete.
      f. Division 26 – Electrical
         1) Complete.

   2. Includes drawings: 15-G001, 15-G002, 15-MD101, 15-M100, 15-M600, 15-ED201, 15-E201, 15-E600.

   3. Clarification: Contractor shall be lead-certified and all work done on areas with lead-containing or lead-based paint must be done by a lead-certified crew member.

4. Clarification: Contractor will need to coordinate and follow requests by Systems Works who is the Commissioning Agent for this project.

5. Clarification: Electrical and general construction work for the Dispatch Garage will be covered under BP #23-1 due to the small scope of work for those trades.

Bid Packages that have already bid but are included for reference:

L. **Bid Package #21-1** – Fire Suppression: Trade Contractor shall include all of the following, but not limited to, as part of the contract:

1. Specifications:
   a. Division 00 – Procurement and Contracting Requirements
   b. Division 01 – General Requirements
   c. Division 02 – Existing Conditions
      1) Specification 02 41 00 Demolition. Complete all demo work associated with work corresponding to BP #21-1 to include wall penetrations.
   d. Division 07 – Thermal and Moisture Protection
      1) Specification 07 84 00 Firestopping – for adjacent work completed by BP #21-1.
      2) Specification 07 90 00 Joint Sealants – for adjacent work completed by BP #21-1.
   e. Division 21 – Fire Suppression
      1) Complete.

2. Includes drawings: 00-G000, 00-G001, 05-C001, 05-CD01, 05-C101, 05-C301, 05-C501, 05-FP000, 05-FP101, FP1.0, FP1.1

3. Clarification: Contractor shall be lead-certified and all work done on areas with lead-containing or lead-based paint must be done by a lead-certified crew member.

M. **Bid Package #23-1** – Mechanical: Trade Contractor shall include all of the following, but not limited to, as part of the contract:

1. Specifications:
   a. Division 00 – Procurement and Contracting Requirements
   b. Division 01 – General Requirements
   c. Division 02 – Existing Conditions
      1) Specification 02 41 00 Demolition. Complete all demo work associated with work corresponding to BP #23-1.
         a) To include removal and replacement of concrete floor shown on sheet 10-P100, 11-P100, and 12-P100.
   d. Division 07 – Thermal and Moisture Protection
      1) Specification 07 84 00 Firestopping – for adjacent work completed by BP #23-1
      2) Specification 07 90 00 Joint Sealants – for adjacent work completed by BP #23-1.
   e. Division 10 – Specialties
      1) Complete
   f. Division 22 – Plumbing
      1) Complete.
   g. Division 23 – HVAC
      1) Complete.

2. Includes drawings: 00-G000, 00-G001, 00-MP00, 02-MD100, 02-MD101, 02-M100, 02-M101, 02-M300, 02-M400, 02-M500, 02-M501, 02-M502, 02-M600, 02-P100, 10-MD100, 10-MD101, 10-MD102, 10-M100, 10-M101, 10-M102, 10-M300, 10-M400, 10-M500, 10-M501, 10-M502, 10-M600, 10-P100, 10-P101, 11-MD100, 11-MD101, 11-M100, 11-M101, 11-M500, 11-M501, 11-M600, 11-P100, 12-MD100, 12-MD101, 12-MD102, 12-M100, 12-M101, 12-M102, 12-M300, 12-M400, 12-M500, 12-M501, 12-M502, 12-M600, 12-P100

3. Clarification of pricing breakdown:
   a. 9279.30 Mechanical Decentralization: Administration Building
      1) Drawings: 00-G000, 00-G001, 00-MP00, 02-MD100, 02-MD101, 02-M100, 02-M101, 02-M300, 02-M400, 02-M500, 02-M501, 02-M502, 02-M600, 02-P100.
   b. 9279.30 Mechanical Decentralization: Elmcrest, Food Service, and Medical Center
      1) 10-MD100, 10-MD101, 10-MD102, 10-M100, 10-M101, 10-M102, 10-M300, 10-M400, 10-M500, 10-M501, 10-M502, 10-M600, 10-P100, 10-P101, 11-MD100, 11-MD101, 11-M100, 11-M101, 11-M500, 11-M501, 11-M600, 11-P100, 12-MD100, 12-MD101, 12-MD102, 12-M100, 12-M101, 12-M102, 12-M300, 12-M400, 12-M500, 12-M501, 12-M502, 12-M600, 12-P100

4. Clarification: Contractor shall be lead-certified and all work done on areas with lead-containing or lead-based paint must be done by a lead-certified crew member.

5. Clarification: Contractor will need to coordinate and follow requests by Systems Works who is the Commissioning Agent for this project.

6. Clarification: Contractor to follow SUDAS Standards as described on page 05-C001 when installing propane tank.

N. **Bid Package #26-1** – Decentralization Electrical & Fire Alarm: Trade Contractor shall include all of the following, but not limited to, as part of the contract:

1. Specifications:
   a. Division 00 – Procurement and Contracting Requirements
   b. Division 01 – General Requirements
   c. Division 02 – Existing Conditions
      1) Specification 02 41 00 Demolition. Complete all demo work associated with work corresponding to BP #26-1.
   d. Division 07 – Thermal and Moisture Protection
      1) Specification 07 84 00 Firestopping – for adjacent work completed by BP #26-1
      2) Specification 07 90 00 Joint Sealants – for adjacent work completed by BP #26-1.
   e. Division 26 – Electrical
      1) Complete.
   f. Division 27 – Communications
      1) Complete.
   g. Division 28 – Electronic Safety and Security
      1) Complete.
   h. Clarification: On the Bid Form, Specification 00 4116, provide cost for 1) Decentralization Electrical and 2) Fire Alarm. The Bid Package will be awarded based on the total bid.

2. Clarification: Contractor shall be lead-certified and all work done on areas with lead-containing or lead-based paint must be done by a lead-certified crew member.

3. Includes drawings: 00-G000, 00-G001, 00-E000, 02-ED200, 02-ED300, 02-ED301, 02-E200, 02-E201, 02-E202, 02-E300, 02-E301, 05-ED301, 05-E301, 10-ED200, 10-ED201, 10-ED202, 10-ED300, 010-ED301, 10-ED302, 10-E200, 10-E201, 10-E202, 10-E300, 10-E301, 10-E302, 11-ED300, 11-ED301, 11-E200, 11-E300, 11-E301, 12-ED200, 12-ED201, 12-ED202, 12-ED300, 12-ED301, 12-ED302, 12-E200, 12-E201, 12-E202, 12-E300, 12-E301, 12-E302, 15-ED301, 15-E301

4. Clarification of pricing breakdown:
   a. 9279.30 Electrical Decentralization: Administration Building
      1) Drawings: 00-G000, 00-G001, 00-E000, 02-ED200, 02-E200, 02-E201, 02-E202

   b. 9279.30 Electrical Decentralization: Elmcrest, Food Service, and Medical Center
      1) Drawings: 10-ED200, 10-ED201, 10-ED202, 10-E200, 10-E201, 10-E202, 11-E200 12-ED200, 12-ED201, 12-ED202, 12-E200, 12-E201, 12-E202

   c. 9294.01 Fire Alarm
      1) Drawings: 00-G000, 00-G001, 00-E000, 02-ED300, 02-ED301, 02-E300, 02-E301, 05-ED301, 05-E301, 10-ED300, 010-ED301, 10-ED302, 10-E300, 10-E301, 10-E302, 11-ED300, 11-ED301, 11-E300, 11-E301, 12-ED300, 12-ED301, 12-ED302, 12-E300, 12-E301, 12-E302, 15-ED301, 15-E301

5. **Unit Price #01** – Smoke Detector: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   a. One unit to include: Cost for labor and material for device, 30’ of conduit and 30’ of fire alarm cable. Programming of device to also be included.
   b. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   c. Owner reserves the right to reject Contractor’s measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner’s expense, by an independent surveyor acceptable to the Contractor.

6. **Unit Price #02** – Heat Detector: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   a. One unit to include: Cost for labor and material for device, 30’ of conduit and 30’ of fire alarm cable. Programming of device to also be included.
   b. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   c. Owner reserves the right to reject Contractor’s measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner’s expense, by an independent surveyor acceptable to the Contractor.

7. **Unit Price #03** – Duct Smoke Detector: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   a. One unit to include: Cost for labor and material for device, 30’ of conduit and 30’ of fire alarm cable. Programming of device to also be included.
   b. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   c. Owner reserves the right to reject Contractor’s measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner’s expense, by an independent surveyor acceptable to the Contractor.

8. **Unit Price #04** – Fire Alarm Relay: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   a. One unit to include: Cost for labor and material for device, 30’ of conduit and 30’ of fire alarm cable. Programming of device to also be included.

b. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
c. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

9. **Unit Price #05** – Ceiling Mounted Speaker Strobe: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   a. One unit to include: Cost for labor and material for device, 30' of conduit and 30' of fire alarm cable. Programming of device to also be included.
   b. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   c. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

10. **Unit Price #06** – Ceiling Mounted Strobe: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
    a. One unit to include: Cost for labor and material for device, 30' of conduit and 30' of fire alarm cable. Programming of device to also be included.
    b. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
    c. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

O. **Work Performed by Owner:** WRC Staff or Construction Manager will perform the following work items:
1. Relocate all moveable furniture, fixtures and equipment (FF&E), including window treatments; and personal materials from each sequenced work area prior to demolition and construction activities and after new construction is completed.
2. Perform fire watch when necessary.
3. Temporary granular surface for parking and laydown area.
4. Temporary fencing for laydown area.
5. All painting required for the project.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 2500

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Substitution Procedures
B. Request for Substitution form

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 SUBSTITUTION PROCEDURES

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

3.02 REQUEST FOR SUBSTITUTION FORM

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

END OF SECTION

SUBSTITUTION REQUEST FORM

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

_____ _____ _____

History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

_____

_____

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

Reason for not providing specified item: _____

_____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

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

_____

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

SUBSTITUTION REQUEST FORM

(Continued)

The Undersigned certifies:

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

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

Attachments: _____

_____

_____

_____

A/E's REVIEW AND ACTION

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

Signed by: Date:

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

_____

_____

_____

_____

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SECTION 01 2600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Change procedures

1.02 CHANGE PROCEDURES

A. The Design Professional will advise of minor changes in the work not involving an adjustment to Contract Sum/Price or contract time as authorized.

B. The Construction Manager may issue a Proposal Request that includes a detailed description of a proposed change with supplementary or revised drawings and specifications and a change in contract time for executing the change as provided by the Design Professional. The Trade Contractor will prepare and submit an estimate within 7 calendar days. Estimates shall be provided for the project at no cost, regardless of acceptance or rejection of proposal.

C. The Trade Contractor may propose changes by submitting a Request for Information to the Construction Manager, describing the proposed change and its full effect on the work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and contract time with full documentation and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with the specifications. Construction Manager will forward the Request for Information on to the Design Professional for their official response.

D. Stipulated Sum/Price Change Order: Based on executed Change Order and contractor's fixed price quotation.

E. Unit Price Change Order: The change order will be executed on a fixed unit price basis for pre-determined unit prices and quantities. Changes in contract price or contract time will be computed as specified for time and material change orders.

F. Time and Material Change Order: The change order will be executed on a not to exceed basis. Design professional and Construction Manager will determine the not to exceed estimated cost based on contractor’s proposal for hourly rates and material costs. Maintain detailed records of work done on time and material basis. Time and Material tickets must be submitted daily to the Construction Manager for verification. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the work. Submit itemized account and supporting data after completion of change. A final deductive change order will be issued to reconcile final cost to the initial change order.

G. Change Order Forms: CONSENSUSDOC Forms provided by Owner.

H. Execution of Change Orders: The Construction Manager will issue change orders for signature of parties as provided in the Conditions of the Contract.

I. With respect to pricing change orders, the percentage mark-up for overhead and profit is subject to the following limits:
   1. Fifteen (15) percent maximum for work directly performed by employees of the Constructor, Subcontractor or Sub-subcontractor.
   2. Five (5) percent maximum for work performed or passed through by a Subcontractor and passed through to the Owner by the Constructor.
   3. Five (5) percent maximum Subcontractor’s mark-up for Work performed by a Sub-Subcontractor and passed through to the Owner by the Subcontractor and Constructor.
   4. The maximum allowable mark-up shall be twenty-five (25) percent passed through to the Owner by the Constructor under any circumstances. Overhead and profit shall be shown separately for the Constructor and each Subcontractor of any tier performing the Change Order Work.

J. Contractor and subcontractor agree to provide and require all suppliers to provide, a detailed breakdown of labor, labor burden, materials, installation, rental, and fuel costs.

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 2900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Schedule of values
B. Application for payment

1.02 SCHEDULE OF VALUES

A. Coordination: Trade Contactor will coordinate preparation of the Schedule of Values with preparation of the Construction Manager's Construction Schedule.
   1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule, and Construction Manager's Construction Schedule.
   2. Submit original Schedule of Values in Procore within 14 days after date of Owner-Trade Contractor Agreement. Schedule of Values must be approved by Owner prior to submission for first application for payment.

B. Format: Utilize the Table of Contents of this project manual. Identify each line item with number and title of the major specification section. Each major specification section should be further itemized by materials cost, labor cost and subcontractor cost for each building separately for the base bid and all accepted alternates. Identify site mobilization, bonds and insurance.
   1. Identification: Include the following Project identification on the Schedule of Values:
      a. Project name and location.
      b. Name and address of Owner, Trade Contractor, Construction Manager and Design Team.
      c. DAS Project Number.
      d. Date of Submittal.
   2. Revise the Schedule of Values to list approved Change Orders with each Application for Payment.

1.03 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications for payments as certified by the Design Professional and paid for by Owner.
   1. Application for Payment at time of Substantial Completion and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement. Progress payments shall be submitted to the Construction Manager. Any request for payment for work completed prior to June 30th of any year needs to be submitted by July 15th of the same calendar year.

C. Payment Application Forms: Use AIA form G702 and G703 as the form for the Application for Payment or an equivalent approved by the owner.

D. Include lien waiver forms required by the owner when applicable.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Trade Contractor. Construction Manager will return incomplete applications without action.
   1. Include amounts of Change Orders issued before last day of construction period covered by application.

F. Waivers of Mechanic's Lien: If requested by Owner with each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment when applicable.

1. Owner reserves the right to designate which entities involved in the Work must submit waivers.
2. Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:
1. Schedule of Values
2. Certificates of insurance and insurance policies.
3. Lists of vendors and any subcontractors.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for the portion of the Work claimed as substantially complete.
1. Include documentation supporting the claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, “Contractor's Affidavit of Payment of Debts and Claims.”
5. AIA Document G706A, “Contractor's Affidavit of Release of Liens.”
6. AIA Document G707, “Consent of Surety to Final Payment.”
7. Letter of Notification to all sub-contractors and suppliers of application for release of retainage.
8. Evidence that claims have been settled.

J. Payments will be made to the extent of the value of the work performed in the previous month less a retainage amount of 5% of the value of the work performed. Upon substantial completion for the entire work, a sum sufficient to decrease the total retained to 5% of the contract sum, plus such other retainage as the engineer shall determine for all incomplete work and unsettled claims will be authorized.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the project manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative procedures: The Trade Contractor will coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Trade Contractor's Construction Schedule.
   2. Provide updated information for Construction Manager's Construction Schedule.
   3. Preparation of Schedule of Values.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Pre-installation conferences.
   7. Project closeout activities

C. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work, which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated conceal pipes and wiring within the construction. Coordinate locations of piping with finish elements.

F. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.

G. After owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of owner's activities.

H. During construction coordinate use of site and facilities through Construction Manager.

I. Comply with Construction Manager and Owner’s procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION MEETING

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

3.02 PROGRESS MEETINGS

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

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

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

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

3.03 COORDINATION MEETINGS

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

3.04 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, prepare and submit an RFI in Procore.
   1. RFIs shall originate with Trade Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the Work.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
   1. Specification Section number and title and related paragraphs, as appropriate.
   2. Drawing number and detail references, as appropriate.
   3. Field dimensions and conditions, as appropriate.
   4. Trade Contractor's suggested solution(s). If Trade Contractor's solution(s) impact the Contract Time or the Contract Sum, Trade Contractor shall state impact in the RFI.
   5. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

C. Design Professional's Action: Design Professional will review each RFI, determine action required, and return it. Allow seven (7) working days for Design Professional's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. The following RFIs will be returned without action:
   1. Requests for approval of submittals.
   2. Requests for approval of substitutions.
   3. Requests for coordination information already indicated in the Contract Documents.
   4. Requests for adjustments in the Contract Time or the Contract Sum.
   5. Requests for interpretation of Design Professional's actions on submittals.
   6. Incomplete RFIs or RFIs with numerous errors.
   7. Design Professional's action may include a request for additional information, in which case Design Professional's time for response will start again.

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

3.05 BACKGROUND CHECKS

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

3.06 UTILITY LOCATES/GROUND PENETRATIONS

A. Call Iowa One Call at 800-292-8989 to request a locate
    1. Requests must be least five (5) working days prior to ground penetration.
B. Private utility locates will be provided by facility. Contractor will not pay for locates on PRIVATE lines.

END OF SECTION

SECTION 01 3100.01

WEB BASED CONSTRUCTION MANAGEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 USER ACCESS LIMITATIONS

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

1.03 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

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

1.04 SUBMITTALS

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

1.05 COMPUTER REQUIREMENTS

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

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

B. The Contractor shall be responsible for the validity of their information placed in **Procore** and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, cad drawing applications, and Adobe Portable Document Format (PDF) document distribution program. The Contractor shall utilize the existing forms in **Procore** to the maximum extent possible. If a form does not exist in **Procore** the Contractor must include a form of their own or provided by the Owner representative as an attachment to a submittal. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of **Procore** (outside what is provided by the owner) and the other programs indicated above as needed.

C. User Access Administration: Provide a list of Contractor's key **Procore** personnel for the Owner's Representative acceptance. Contractor is responsible for adding and removing users from the system. The Owners Representative reserves the right to perform a security check on all potential users. The Contractor will be allowed to add additional personnel and sub-contractors to **Procore.**

1.06 CONNECTIVITY PROBLEMS

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

1.07 TRAINING

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

PART 2 - PRODUCTS

2.01 DESCRIPTION

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

PART 3 - EXECUTION

3.01 PROCORE UTILIZATION

A. **Procore** shall be utilized in connection with submittal preparation and information management required by Sections:
   1. PROJECT MANAGEMENT AND COORDINATION
   2. CONSTRUCTION PROGRESS DOCUMENTATION
   3. SUBMITTAL PROCEDURES
   4. QUALITY REQUIREMENTS
   5. Other Division One sections.
   6. Requirements of this section are in addition to requirements of all other sections of the specifications.

B. Design Document Submittals
   1. All design drawings and specifications shall be submitted as cad .dwg files or PDF attachments to the **Procore** submittal work flow process and form.

C. Shop Drawings
   1. Shop drawing and design data documents shall be submitted as cad .dwg files or PDF attachments to the **Procore** submittal work flow process and form. Examples of shop drawings include, but are not limited to:
   2. Standard manufacturer installation drawings.
   3. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
   4. Steel fabrication, piece, and erection drawings.

D. Product Data
   1. Product catalog data and manufacturer’s instructions shall be submitted as
   2. PDF attachments to the **Procore** submittal work flow process and form. Examples of product data include, but are not limited to:
   3. Manufacturer's printed literature.
   4. Preprinted product specification data and installation instructions.

E. Samples
   1. Sample submittals shall be physically submitted as specified in Section 01 3300 SUBMITTAL PROCEDURES. Contractor shall enter submittal data information into **Procore** with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:
   2. Product finishes and color selection samples.
   3. Product finishes and color verification samples.
   4. Finish/color boards.
   5. Physical samples of materials.

F. Administrative Submittals
   1. All correspondence and pre-construction submittals shall be submitted using **Procore**. Examples of administrative submittals include, but are not limited to:
   2. Digging permits and notices for excavation.
   3. List of product substitutions
   4. List of contact personnel.
   5. Notices for roadway interruption, work outside regular hours, and utility cut overs.
   6. Requests for Information (RFI).
   7. Construction progress Schedules and associated reports and updates.
      a. Each schedule submittal specified in CONSTRUCTION PROGRESS DOCUMENTATION shall be submitted as a native backed-up file (.PRX or .STX) of the scheduling program being used. The schedule will also be posted as a PDF

file in the format.

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

G. Compliance Submittals

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

H. Record and Closeout Submittals

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

I. Financial Submittals

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

END OF SECTION

SECTION 01 3200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - **GENERAL**

1.01 **SECTION INCLUDES**

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

PART 2 - **PRODUCTS – NOT USED**

PART 3 - **EXECUTION**

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

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

3.02 **CONSTRUCTION PROGRESS SCHEDULE**

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

J. Revisions to schedules:
   1. Indicate progress of each activity to date of submittal and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
   3. Prepare narrative report to define problem areas, anticipate delays, and impact on schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

3.03 SUBMITTAL SCHEDULE

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

3.04 DAILY CONSTRUCTION REPORTS

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

3.05 PROGRESS PHOTOGRAPHS

A. Progress photographs will be electronically submitted through Procore.
B. Preconstruction Photographs: Before starting construction, take photographs of project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction manager.
   1. Take additional photographs as required to record existing damage to site, structure, equipment, or finishes.
C. Periodic Construction Photographs: Take photographs at regular intervals. Select vantage points to show status of construction and progress since last photographs were taken.

D. Field Completion Construction Photographs: Take photographs after date of Substantial Completion for submission as project record documents. Construction manager will inform of desired vantage points.

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SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 - **GENERAL**

1.01 **SECTION INCLUDES**

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

PART 2 - **PRODUCTS – NOT USED**

PART 3 - **EXECUTION**

3.01 **SUBMITTALS FOR REVIEW**

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

3.02 **SUBMITTALS FOR INFORMATION**

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

3.03 **SUBMITTAL PROCEDURES**

A. Submittals will be electronically submitted through Procore. Contractor will be invited to join web based program after issue of Notice of Intent to award.
B. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
   2. Do not reproduce the Contract Documents to create shop drawings.
   3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
C. Transmit each submittal with a copy of approved submittal form.

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

3.04 **SAMPLES**

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

END OF SECTION

SECTION 01 4000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 QUALITY ASSURANCE/CONTROL OF INSTALLATION

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

3.02 TOLERANCES

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

3.03 DEFECT ASSESSMENT

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

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

3.04 INSPECTION AND TESTING

A. Owner shall include and pay for all required special inspections and testing required by IBC Section 1705, if applicable. This does not include inspections and testing required by other specification sections in this Project Manual. Copies of all testing and inspection reports shall be submitted to the Construction Manager and Design Professional by the testing and inspection agency.

B. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with Architect, Construction Manager, and contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of contract documents.
   4. Immediately notify the Construction Manager and contractor of observed irregularities or non-conformance of work or products.
   5. Perform additional testing and inspections required by the Owner

C. Limits on Testing Agency/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirement of contract documents.
   2. Agency may not approve or accept any portion of the work.
   3. Agency may not assume any duties of the contractor.
   4. Agency has no authority to stop the work.

D. Contractor responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the work and to manufacturer’s facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of products to be tested/inspected.
      c. To facilitate test/inspections.
      d. To provide storage and curing of test samples.
   4. Notify Construction Manager and laboratory 24 hours prior to expected time for operations requiring testing/inspection.

E. Re-testing required because of non-conformance to specified requirements shall be performed by the same testing agency on instruction by Architect/Construction Manager.

F. Re-testing required because of non-conformance to specified requirements shall be paid for by the Contractor.

3.05 MANUFACTURER'S FIELD SERVICES AND REPORTS

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start up of equipment, test, adjust and balance of equipment as applicable and to initiate instructions when necessary.

B. Individuals are to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to the manufacturers' written instructions.

C. Submit report in duplicate within 30 days of observation to Construction Manager for review.

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 TEMPORARY UTILITIES

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

1.03 TEMPORARY SANITARY FACILITIES

A. Sanitary facilities shall be provided by the Construction Manager.
B. Maintain daily in clean and sanitary condition.

1.04 TELEPHONE SERVICE

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

1.05 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

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

PART 2 - PRODUCTS

2.01 TEMPORARY FACILITIES

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

2.02 EQUIPMENT

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

PART 3 - EXECUTION

3.01 VEHICULAR ACCESS AND PARKING

A. Use designated existing on-site roads for construction traffic.
B. Parking is as directed by Owner.
C. When site space is not adequate, provide additional off-site parking.
D. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Track vehicles not allowed on paved areas.
E. Use of designated areas of existing parking facilities used by construction personnel as permitted.
F. Do not allow heavy vehicles or construction equipment in parking areas.
G. Provide and maintain access to fire hydrants, free of obstructions.
H. Provide means of removing mud from vehicle wheels before entering streets.

3.02 TRAFFIC REGULATION

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

3.03 BARRIERS

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

3.04 ENCLOSURES AND FENCING

A. The construction manager will provide fencing and granular surfacing for the lay-down area.

3.05 WASTE REMOVAL

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

END OF SECTION

SECTION 01 6000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

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

2.02 PRODUCT OPTIONS

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

2.03 MAINTENANCE MATERIALS

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

PART 3 - EXECUTION

3.01 TRANSPORTATION AND HANDLING

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

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

3.02 STORAGE AND PROTECTIONS

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

END OF SECTION

SECTION 01 7300

EXECUTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION, PREPARATION, AND GENERAL INSTALLATION PROCEDURES

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

3.02 ALTERATION PROJECT PROCEDURES

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

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

3.03 CUTTING AND PATCHING

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

3.04 CLEANING AND PROTECTION

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

3.05 ADJUSTING

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

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SECTION 01 7700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 INSPECTIONS

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

3.02 SUBSTANTIAL COMPLETION

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

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

3.03 PROJECT RECORD DOCUMENTS

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

3.04 WARRANTIES

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

3.05 OPERATIONS AND MAINTENANCE MANUALS

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

2. Assemble with data arranged in the same sequence as, and identified by the specification sections. Where systems involve more than one specification section, provide separate index for each system.
3. Include project directory listing title and address of project, names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
4. Include Table of Contents listing every item separated by index and specification section.

B. Source Data: For each product or system, list names, addresses, and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.

C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use project record documents as maintenance drawings.

E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.06 OPERATIONS AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For each product, applied material, and finish:
1. Product data, with catalog number, size, composition, and color and texture designations.
2. Information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specified products.

3.07 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For each item of equipment and each system:
1. Description of unit or system, and component parts
2. Identify function, normal operating characteristics, and limiting conditions
3. Include performance curves, with engineering data and tests
4. Complete nomenclature and model number of replacement parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specified products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color coded wiring diagrams as installed.

E. Operating procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

F. Maintenance requirements: Include routine procedure and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

G. Provide servicing and lubrication schedule and list of lubricants required.

H. Include manufacturer's printed operation and maintenance instructions.

I. Include sequence of operation by controls manufacturer.

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

3.08 TRAINING

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

3.09 FINAL COMPLETION

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

END OF SECTION

Substantial Completion Project Checklist

Date: _____

DAS Project Number: _____
Project Title: _____
Location: _____
Contractor: _____

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

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

Boiler Inspection	❑ **Yes**	❑ **No**	❑ **N/A**
Water Heater Inspection	❑ **Yes**	❑ **No**	❑ **N/A**
Energy Code Inspection	❑ **Yes**	❑ **No**	❑ **N/A**
Building Code Inspection	❑ **Yes**	❑ **No**	❑ **N/A**
Electrical Inspection	❑ **Yes**	❑ **No**	❑ **N/A**
Elevator Inspection	❑ **Yes**	❑ **No**	❑ **N/A**
Other: _____	❑ **Yes**	❑ **No**	❑ **N/A**

❑ **Occupancy Permit if applicable**

❑ **Test and Balance has been performed**

❑ **Certificate of Substantial Completion in Procore (Consensus Docs 814)**

Are there any disputes with the above mentioned vendor which need resolution?
❑ **Yes (provide description below)** ❑ **No**

_____

_____

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

Final Completion Project Checklist

Date: _____

DAS Project Number: _____
Project Title: _____
Location: _____
Contractor: _____

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

Have all Warranties been received? ❑ Yes ❑ No

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

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

Has all training been completed? ❑ Yes ❑ No

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

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

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

Have all punchlist items been corrected? ❑ Yes ❑ No

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

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

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

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

❑ **Certificate of Final Completion in Procore (Consensus Docs 815)**

Are there any disputes with the above mentioned vendor which need resolution?
❑ Yes (provide description below) ❑ No

_____

_____

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

SECTION 01 8100

BUILDING SYSTEMS GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Commissioning objectives.
B. Roles and responsibilities.
C. Systems to be commissioned.
D. Installation verification, startup, and functional performance testing requirements.

PART 2 - PRODUCTS

2.01 TEST EQUIPMENT

A. The MEP Contractor shall provide all test equipment required for installation, verification, startup, and checkout of systems, equipment, and components. (See Pre-Functional Checklist to determine if pre-test is required by Contract Documents.)
B. Specialty equipment, tools, and instruments necessary to conduct testing (e.g., available only from the manufacturer for a specific piece of equipment) shall be included in the Contractor's bid.
C. Test equipment shall be of sufficient quality and accuracy to test and/or measure system performance within the specified tolerances. The following minimum requirements apply unless noted otherwise:
    1. Temperature sensors and digital thermometers shall have an accuracy of 0.5 °F and a resolution of plus or minus 0.1 °F.
    2. Pressure sensors shall have an accuracy of +/- 2.0% of the value range being measured (not full range of meter).
D. Test equipment shall be calibrated according to the manufacturer's recommendations or within the past year whichever is more stringent. Calibration tags shall be affixed to test equipment or certificates available upon request by the Owner.
E. The MEP CxA shall provide all specialized test equipment required for Functional Performance Testing to be performed by the MEP CxA or their Testing Agent.

PART 3 - EXECUTION

3.01 MEP Cx OBJECTIVES

A. The primary function of MEP Cx is to serve as the Owner's quality assurance program pertaining to the systems, equipment, and components.
B. Commissioning is intended to achieve the following specific objectives:
    1. Verify and document that systems, equipment, and components are installed in accordance with the Contract Documents and manufacturer's recommendations and/or requirements.
    2. Verify and document the functional performance of systems, equipment, and components.
    3. Verify continuity between systems, equipment, and components.
    4. Verify that operation and maintenance documentation is accurate and complete.
    5. Verify that Owner's personnel have received the required training.
C. The MEP Cx process is not a substitute for the installers' quality control procedures and does not diminish or subtract from the installers' responsibility to provide a finished and fully functioning system, equipment and/or component in accordance with the Contract Documents.
D. Refer to 2012 International Energy Conservation Code, Chapter C408, System Commissioning or ASHRAE Guideline 0-2013 for commissioning process overview, standard of care, and definitions.

3.02 MEP Cx ROLES AND RESPONSIBILITIES

A. OWNER'S MEP COMMISSIONING AGENT (CxA)
    1. The Owner shall retain the CxA(s) to lead the MEP Cx effort and to perform reviews of the systems, equipment, and components.
    2. The primary role of the CxA shall develop and coordinate the execution of the Owner's Quality Assurance Program pertaining to the systems, equipment, and components to be commissioned.
    3. The CxA shall observe, document, and provide its professional opinion as to whether

systems, equipment, and components are installed and functioning in accordance with the Contract Documents, Owner's Project Requirements, and manufacturer's recommendations and/or requirements.

4. The CxA shall attend planning and job-site meetings to obtain information on construction progress as requested by the Owner.
5. The CxA shall review submittals for the purposes of preparing and/or refining the Pre-Functional Checklists and Functional Performance Testing procedures and to provide comments to the Owner and Design Professional of a technical nature as appropriate.
6. The CxA shall perform periodic construction observation review of Constructors' efforts, for evaluation of workmanship, functional installation and performance of equipment, systems, and components. These observations shall be made at milestone activities, including but not limited to Mock-ups, installation of the first of each major air handling unit component, commencement of system installations, and testing.
7. The CxA shall assist in identifying potential solutions to non-conforming work. Final resolution shall remain the responsibility of the Constructor. Refer to ASHRAE Guideline 0-2013 for acceptable standard of care.

B. CONTRACTOR'S ROLES AND RESPONSIBILITIES

1. The CM shall ensure that all system, equipment, and component warranty requirements are followed throughout the startup, commissioning, and training process and shall ensure all adjacent equipment, systems and components are compatible.
2. The CM shall coordinate, manage, and ensure completion of all MEP Cx documentation.
3. The CM shall provide the following to the CxA upon request:
    a. Submittals and other documentation requested as deemed necessary,
    b. MEP Cx Pre-Functional Checklists, certifying that equipment, systems and components are complete and ready for testing,
    c. Corrective action responses to the MEP Cx Action Item Log within two (2) business days of receipt, and
    d. Photographs of installations, in-process, and completed Work.
4. The CM shall invite the Owner's Representative, Owner's Operations Personnel and CxA to all equipment and system startup as optional attendees. The purpose of this invitation is to familiarize personnel with equipment and systems prior to training and turnover.
5. The CM shall conduct a pre-construction and a post-construction (11 months into occupancy) commissioning coordination meeting with the Design Professional, Owner's Representative, CxA, and all MEP Contractors of commissioned systems, equipment, and components. The purpose of these meetings will be to coordinate schedule, work activities, and deficiency resolution. These meetings shall be independent from the regularly scheduled construction progress meetings.
6. With input from the MEP CxA, the CM shall integrate MEP Cx activities into its master construction schedule prior to the installation of any commissioned equipment, systems, and components. Each system, piece of equipment and component to be commissioned shall be identified separately on the CM's schedule. At a minimum, the schedule shall identify the following activities:
    a. Installation of the first of each major air handling unit
    b. Equipment startups completed – by piece of equipment
    c. Controls point-to-point checkouts
    d. Pre-Functional checklists complete – by system
    e. Functional Performance Testing completed - by system.
    f. Owner required training per Specification Section 01 77 00 - Closeout Procedures
    g. Substantial Completion (include all Substantial Completion dates for portions of the Work.)
    h. Manufacturer Warranty start dates
    i. Warranty walkthrough date(s) (two (2) months prior to end of Project Warranty)

3.03 SYSTEMS TO BE COMMISSIONED

A. HVAC Systems

1. Admin
    a. Heating Water Central Plant with 3 boilers, 2 pumps
    b. Terminal radiant heating (25% sampling)
    c. Existing AHU's with new HW coils (25%)
2. Food Service
    a. New steam boiler (or additional boiler in the Elmcrest Heating Water Plant for

Alt.)

3. Elmcrest
    a. Heating Water Plant with 2 boilers, 2 pumps
    b. 2 AHU's with new heating coils
    c. Terminal radiant heating (25% sampling)
4. Med Center
    a. Heating Water Plant with 3 boilers, 2 pumps
    b. AHU with new heating coil and humidifier steam generator

B. Domestic Hot Water
C. Verification of BAS Control System Features (Graphics, Trending, Alarming, Operations, etc.)

3.04 MEP Cx PROCESS

A. MEP CxA shall schedule and conduct a commissioning kickoff meeting to be attended by the Design Professional, Owner's Representative, CM, Owner's maintenance staff, Constructor, and MEP Subcontractors of items to be commissioned. The purpose of the meeting is to review commissioning requirements, procedures, documentation, and scheduling of the Work.
B. Contractor shall submit product data, manufacturer's material and equipment shop drawings and documentation to the Design Professional per Section 01 33 00 – Submittal Procedures. CM review of Submittals shall be conducted prior to submission to the MEP CxA, Design Professional, and Owner.
C. The MEP CxA shall assist in resolving any issues identified during regular site inspections. Inspections shall coincide with the installation of major system components or with equipment start-ups, as deemed necessary. Site observation reports will be provided to CM within five (5) days of site inspection.
D. The MEP CxA shall review Request for Information (RFI) and Instruction to Constructor (ITC) at the request of the Owner as it relates to the impact on MEP commissioning and the Owner Project Requirements.
E. MEP CxA shall schedule and conduct a controls review meeting to be attended by the Design Professional, Owner's Representative, CM, and MEP Contractor of items to be commissioned. The purpose of the meeting is to review if submittal 23 09 23 meets the Project Requirements.
F. The Contractor shall complete the Pre-Functional Checklists and any additional testing requirements found in the Contract Documents.
G. CM shall review the MEP Contractor's Pre-Functional Checklists (which may require the Constructor to perform pre-testing) for completeness and verify that all documentation requirements have been met.
H. After confirming equipment, systems, and components were installed correctly and the Pre-Functional Checklist(s) have been completed, including all required pre-test, and submitted to the MEP CxA; the CM shall coordinate Functional Performance Testing requirements with the MEP CxA.
I. The MEP CxA shall witness Functional Performance Testing.
J. Systems, equipment, and/or components which fail to meet the Functional Performance Testing, Contract Documents or manufacturer requirements shall be corrected by the relevant party and retested at no additional cost to the Owner.
K. CM shall coordinate manufacturer warranty relevant site visits with the MEP CxA and Owner.
L. The MEP CxA shall visit the site post-construction 11 months after occupancy for a warranty review or seasonal testing if required.

3.05 MEP Cx PRE-FUNCTIONAL CHECKLISTS

A. The objective of MEP Cx Pre-Functional Checklists is to verify and document that the systems, equipment, and components are installed in accordance with the manufacturer's instructions and Contract Documents.
B. The MEP CxA shall create Pre-Functional Checklists after the product data and/or shop drawings have been submitted and reviewed.
    1. MEP CxA shall review the submittal data and prepare final Pre-Functional Checklists and Functional Performance Testing Procedures incorporating manufacturer requirements.
    2. MEP CxA shall provide Checklists to Constructor after product submittal approval and prior to installation of the commissioned component.
C. The Contractor shall complete the Pre-Functional Checklists daily during equipment, system, and component installation and not as an activity at the end of the project. The Pre-Functional Checklists shall certify the individual verification items have been performed, reviewed, and found to be complete for all equipment, systems, and components.

D. The Pre-Functional Checklists for a given system must be successfully completed prior to its startup. By completing, signing, and submitting the Pre-Functional Checklists, the CM certifies that the system, equipment, and components are properly installed and ready for startup, MEP CxA review, and functional performance testing.
E. The Pre-Functional Checklists may be in addition to other testing, verification, and startup required elsewhere in the Contract Documents.

3.06 FUNCTIONAL PERFORMANCE TESTING

A. All systems to be commissioned shall be tested to ensure full integration with existing systems.
B. The objective of inspections and functional performance testing is to demonstrate and document that system, equipment, and components are installed and perform in accordance with the Contract Documents.
C. The MEP CxA shall prepare Functional Performance Testing procedures based on the system sequences of operation and the manufacturer's product data.
D. All tests that will impact the operations of existing building and/or utility systems shall be identified by the CM and coordinated with the Owner’s Representative.
E. The MEP CxA shall witness and document any Functional Performance Testing performed by the MEP Contractor.
F. The CM and MEP Subcontractors shall provide the MEP CxA assistance as needed to complete the Functional Performance Testing, including, but not limited to, providing access to equipment and components, including the use of ladders, lifts, scaffolding and platforms, Personal Protective Equipment, removal of access panels, opening of equipment, manipulation or operation of equipment or components, etc.
G. The MEP CxA shall inspect and/or test each system through all modes of operation where there is an expected system response.
    1. Normal and Maintenance Operations: Each system shall be tested through all modes and sequences of operation (maintenance, seasonal changes, occupied, unoccupied, warm-up, cool-down, etc.). Testing shall also demonstrate that the system has the required access, etc., for proper maintenance, adjusting, and cleaning.
    2. Abnormal, Failure, and Emergency Operations: Each system shall be tested to simulate conditions such as power failure, freezing, low/no flow, deviation from standard operating conditions, human error, etc., to verify proper system responses, shutdowns, alarms and annunciation, and inter-system communications.

3.07 DEFICIENCIES

A. The terms "failure", "deficiency" and “non-compliant” shall be used interchangeably and shall be defined as any condition in the installation or performance of a system, equipment and/or component that does not comply with the Contract Documents or manufacturer instructions.
B. MEP CxA shall maintain a MEP Cx Action Items Log that shall contain any items that do not appear to meet the intent of the Contract Documents or manufacturer installation instructions. Digital images of non-compliant conditions will be included where valuable. Additionally, items for potential improvement may be included on the log.
C. MEP CxA shall update and issue the Action Item Log within five (5) business days following a site visit. Items on the Action Item Log shall be corrected by the relevant party in a timely manner, and prior to Substantial Completion. Action Items may be added to the Substantial Completion Punch List at the discretion of the Owner.
D. Costs associated with non-compliant Work shall be assigned to the relevant MEP Contractor.
    1. Constructor’s incomplete or inaccurate Pre-Functional Checklists shall be considered cause for retesting and/or re-review by the MEP CxA and costs associated with retesting and re-review shall be the Constructor's expense.
    2. Non-compliant items or deficiencies identified during a MEP CxA review shall be considered cause for re-review by the MEP CxA, at the Constructor's expense.
    3. 10% failure rate of any Functional Performance Test sampling shall be cause for retesting 100% of similar systems, equipment, or components.
    4. The costs assigned to the Constructor due to non-compliant Work outlined above shall include but not be limited to MEP CxA travel, re-review, re-testing, re-scheduling, or other incurred costs.

END OF SECTION

SECTION 01 9000

ATLAS ABATEMENT SPECIFICATIONS

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ASBESTOS ABATEMENT SPECIFICATION

Woodward Resource Center
WRC Decentralization Phase 3, Fire Alarm Project #9279.30 & 9294.01
1251 334th Street
Woodward, Iowa 50276

January 4, 2024

Project No. 204BS06333

PREPARED FOR:

Iowa Department of Administrative Services
Hoover State Office Building, Level A
Des Moines, Iowa

PREPARED BY:

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



Tim Jacobsen
Atlas Technical Consultants
Iowa Asbestos Project Designer #23-9651

Asbestos Abatement Specification Section 2081

PART 1 - GENERAL

1.1 INTRODUCTION. Asbestos abatement in building spaces is governed by rules established by the State of Iowa. This specification section addresses or references the requirements for complying with DOL, DNR, OSHA, and EPA NESHAP asbestos rules. Each and every rule requirement may not be restated in detail since trained, accredited, and licensed contractors and individuals are required for this work and are presumed to be familiar with the relevant laws and rules. Full regulatory compliance is required, and is a part of the contract, whether specifically stated herein or not.

1.2 DEFINITIONS. In addition to the terms listed below, all definitions in the laws and regulations listed in Section 1.5 are incorporated by reference, whether or not restated herein.

Asbestos Abatement Supervisor, hereinafter referred to as “supervisor” means any person who supervises asbestos abatement workers. This person must be trained, accredited, and licensed as required, and must also meet OSHA “competent person” criteria for asbestos abatement.

Abatement Contractor (AC) means the entity responsible for performing the work in this section, and has the training and accreditation to competently perform the work. This entity will obtain and maintain licenses required for the work identified in this section.

DNR means the Iowa Department of Natural Resources

Environmental Consultant (EC) is selected by the Owner to serve as the Environmental Project Manager on their behalf. For this project the EC shall be Atlas Technical Consultants (Atlas).

Environmental Project Manager (EPM) is the EC representative to perform environmental monitoring acts on behalf of the Owner on the project.

EPA means the United States Environmental Protection Agency

HEPA Filter means a High Efficiency Particulate Air filter capable of trapping 99.97% percent of mono-dispersed particles greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.

SDS means Safety Data Sheet, required by OSHA for any substances which are toxic, caustic, or otherwise hazardous to workers.

NESHAP means the National Emission Standards for Hazardous Air Pollutants.

NIOSH means the National Institute for Occupational Safety and Health (NIOSH**)**

OSHA means the Occupational Safety and Health Administration.

Owner means the owner of the property and the authority ordering the work specified herein.

PCM means Phase Contrast Microscopy

Plasticize means to apply plastic sheeting over surfaces or objects to protect them from contamination or water damage.

PPE (Personal Protective Equipment) means the protective suits, head and foot covers, gloves, respirators and other items used to protect persons from asbestos or other hazards.

Work Area means the area or areas where asbestos abatement is being conducted.

1.3 SCOPE OF WORK

It is the intent of the Owner to remove the asbestos containing materials identified in Table 1 below.

TABLE 1: ASBESTOS-CONTAINING MATERIALS TO BE REMOVED

MEDICAL CENTER BUILDING		
MATERIAL	**LOCATION**	**APPROX. QUANTITY**
Drywall Mud	Throughout	Thirty 10” Coring Locations
TSI Steam Supply / Condensate Return	Throughout Basement Level	~900 LF
TSI at Domestic Water Connections	Basement B-37	40 LF
Blue Vinyl Flooring	1st Floor Janitor’s Closet	3 SQFT
ELMCREST BUILDING		
MATERIAL	**LOCATION**	**APPROX. QUANTITY**
Window Glazing	Exterior Basement Windows	5 Windows
Red/White Window Glazing		
Mastic Black/Yellow	1st & 2nd Floor Elevator Shafts	150 SQFT
Gray Backing Under Light Brown Flooring	2nd Floor West Stairs Under Lt Brown Flooring	20 SQFT
Gray Backing Under Blue Flooring	1st Floor Under Blue Flooring	Thirty 8” Core Penetrations
Mastic Yellow/Brown & Gray Backing	1st Floor (Coring Locations)	
TSI Steam Supply / Condensate Return	2nd Floor - 215	10 LF
TSI Steam Supply / Condensate Return	Throughout Basement Level	~1,600 LF
ADMINISTRATION BUILDING		
MATERIAL	**LOCATION**	**APPROX. QUANTITY**
Window Glazing	First Floor	3 Windows
Brown Ceiling Tile Pucks	2nd Floor: Walnut Room & East Entrance	15 SQFT
Laminate Flooring	SDU Annex	650 SQFT
9”x9” Floor Tile	1st Floor – Administration Office - Women’s Restroom	70 SF
Drywall Mud	1st Floor Business Office	Twenty-five 8” Core Penetrations
9”x9” Floor Tile & Mastic	1st Floor Switchboard Reception Area	150 SF

Drawings are provided to identify general locations of these materials. All ACM noted on the drawings shall be removed including any incidental asbestos containing materials such as fittings covering pipes. The contractor is responsible for quantifying the materials in the scope of work prior to bid. Any discrepancies of locations or quantities should be brought to the attention of Owner's Representative as soon as possible and before the bid due date. ACM found inside the work areas, or noted in the drawings, shall be the responsibility of the Contractor for abatement at no additional cost to the Owner.

1.4 WORK INCLUDED

A. The work includes all labor, equipment, materials, and supplies necessary to perform the Scope of work in the Documents by the procedures described herein. The contractor, by submitting a bid for the work, represents itself as knowledgeable and expert in the performance of the work, and includes all things usually and customarily necessary to provide a complete and finished job, whether specifically mentioned or not. Related work may be shown in other related documents, prepared by others. Where there is conflict in the documents, written clarification should be requested to the EC.

B. Removal of asbestos-containing material listed in Section 1.3, including pre-cleaning, establishing regulated areas, isolating the work areas, protection of adjacent areas, containment, construction curtain, cleanup and decontamination to the specified clearance levels, proper packaging and disposal of wastes, and all other steps necessary to complete the scope of work.

C. Prior to performing abatement, the Contractor is required to restrict public access and visibility of the work by installing a temporary barrier in front of the staging area. The barrier shall include black poly sheeting and secured to prevent unauthorized access.

D. Exhaust units must be vented to the outside of the building. This may involve the use of additional lengths of flexible duct connected to the unit and routed to the nearest outside opening. When not feasible due to fixed windows, as determined by the EC, negative air machines will be double HEPA filtered. The area receiving the exhaust shall not interfere with building occupant activities. Air monitoring by the EC shall be performed at the final exhaust location of the negative air machine if exhausting to the indoors.

E. Compliance with all applicable laws, regulations, standards, and these specifications. In the case of a conflict, the contractor will comply with the most stringent.

F. Contractor is required to fully comply with these specifications.

G. All licenses, accreditations, permits, fees, notifications, reports, or other documents required by law, regulation, this specification, or the Documents.

H. Provide project closeout documentation to the EC within thirty (30) days after final clearance of each Phase. This documentation shall include, but is not limited to, items listed in Section 1.7, Submittals by the Contractor.

1.5 LAWS, REGULATIONS AND STANDARDS

A. The following laws, regulations, and standards are incorporated by reference:

1. Iowa Division of Labor (DOL), Iowa Workforce Development
   Iowa Administrative Code (IAC) 875 Chapter 10 (IAC 875-10)
   IAC 875-155

2. Iowa Department of Natural Resources (IDNR)
   IAC 567-23

3. Occupational Safety and Health Administration administered by the Iowa Department of Labor:

29 CFR 1910.134	US OSHA Respiratory Protection
29 CFR 1910	US OSHA General Industry Standards
29 CFR 1926	US OSHA Construction Standards
29 CFR 1926.1101	US OSHA Asbestos Construction Standards
29 CFR 1910.1001	US OSHA Asbestos Standards

4. Environmental Protection Agency NESHAPS regulations administered by the Iowa Department of Natural Resources including:

ASHARA	US EPA Asbestos School Hazard Abatement Reauthorization Act
40 CFR Part 61	US EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP)
40 CFR 763 Subpart E	US EPA Asbestos Hazard Emergency Response Act (AHERA) Rules
40 CFR 763 Subpart E, Appendix C	US EPA Asbestos Model Accreditation Plan (MAP): Interim Final Rule

1.6 ASSESSMENT, MONITORING, TESTING AND ANALYSIS

A. The EC or Environmental Consultant will be independent of the Contractor and hired by the State for monitoring the project. The EC will perform testing, inspection, and monitoring services, as needed, during the asbestos work and upon its completion. The EC will be licensed for asbestos, trained for phase contrast microscopy (PCM) analysis and a participant in a quality control program for proficiency. The monitoring will include the following parameters:

1. On an as needed basis during the work, the EC shall:

   a. Enter the work area to inspect the work procedures and work area integrity.
   b. Collect air samples outside the work area at the perimeter and at the exhaust of the negative air machine.
   c. The EC will stop the work if airborne asbestos concentrations outside the work area exceed 0.01 f/cc. The work may restart when the source of fiber release has been identified and corrected. Contractor will be responsible for cleaning and decontaminating the outside area if caused by the asbestos abatement activities.

2. Upon completion of the work, the EC shall:

   a. Visually inspect the work area for visible debris and/or gross contamination.
   b. Contractor shall be required to re-clean the area, or portions of areas, until no visible debris and/or gross contamination remains and the work area is dry.
   c. Clearance testing by PCM will be performed for each work area.

d. Collection and analysis of samples will be conducted in general accordance with NIOSH Method 7400 and the clearance level will not exceed 0.01 f/cc.
e. Preparation and submittal of the Project Report to the Owner within 30 days of project completion and receipt of all waste manifests.

B. The Contractor shall provide OSHA compliance air monitoring to determine exposures to its employees in accordance with OSHA 29 CFR 1926.1101. Frequency of testing will comply with OSHA requirements for the anticipated and actual exposure levels.

1. A written Exposure Assessment is required prior to the start of the work to determine the requirements for respiratory protection and frequency of OSHA monitoring for each type of activity. If the DOL requests additional monitoring and data for the exposure assessment, the testing will be conducted at the expense of the abatement contractor.
2. Analysis may be performed on-site by a trained Air Sampling Professional experienced in the fiber counting methods outlined in NIOSH Method 7400 and supporting training documentation or successful training certificate.

1.7 SUBMITTALS BY THE CONTRACTOR

A. Bid Submittals. The following list of items shall be submitted in whole as part of the bid. If the following items are not included in the bid package by the Contractor, the bid may be rejected.

1. Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos abatement and their Iowa Contractor Registration.

2. Disclosure of past and pending violations in respect to environmental, safety or asbestos rules (State and Federal).

B. All asbestos notifications should be made within the accepted time frame to the Iowa Department of Natural Resources and Iowa Department of Labor as required. Notifications shall be submitted a minimum of 10 working days before commencement of work. A copy of the required submittals shall also be provided to the EC for review prior to submittal to the regulatory agencies.

C. After the project is awarded, the selected Contractor shall provide the following to the EC five days prior to commencement of Work:

1. Certificates of General Liability and Pollution Liability Insurance with State of Iowa named as "additional insured", as follows: see General Conditions.

2. List and qualifications of subcontractors to be used for the completion of the project.

3. Documentation of arrangements of transport and disposal, and landfill name and location.

4. Contractor must submit a copy of their current unexpired Iowa Asbestos Abatement Worker and Supervisor license for all workers anticipated to be assigned to this

project. Worker training documentation, medical examinations, fit tests, certifications and training courses shall also be provided that are relevant to the Project.

5. Drawings or sketches for layout and construction of isolation barriers and decontamination units and type of containments.

6. Respirators: NIOSH approvals and manufacturer certification of P-100 cartridges.

7. Fit test documentation for all employees and the fit test agent.

8. Manufacturers' certifications that all HEPA vacuums, negative air pressure equipment, and other local exhaust ventilation equipment conform to ANSI Z9.2-79

9. OSHA Exposure Assessment, if applicable.

10. Laboratory and analyst credentials for contractor OSHA samples.

11. Safety Data Sheets (SDS) for chemicals used on-site.

D. To the EC weekly during the abatement work:

1. Job progress reports detailing abatement activities, progress compared to schedule, problems and actions taken, injury reports, and equipment breakdowns.
2. Quantity of asbestos materials removed.
3. Waste Shipment Records.
4. Work site Entry logs.
5. Measurement logs for negative pressure differentials for each containment.
6. Filter Change logs for respirators, HEPA vacuums, negative air machines, and other engineering controls.
7. OSHA compliance air monitoring data.
8. Worker license and certification log.

PART 2 - PRODUCTS

2.1 TOOLS and EQUIPMENT. All equipment shall at least conform to minimum industry standards (i.e. ground-fault circuit interrupter (GFCI)).

A. Equipment:

1. Negative Air Machines shall provide HEPA filtration and conform to ANSI Z9.2 fabrication criteria.
2. Respirators shall be NIOSH approved for use with asbestos or other contaminants anticipated in the work.
3. Contractor is fully responsible for complying with OSHA rules for other safety equipment, such as protective suits, head and foot covers, gloves, respirators and other items used to protect persons from asbestos or other hazards.

B. Tools:

1. Shovels and scoops shall be metal, rubber or plastic, suitable for use in a plasticized containment.

2. Scrapers, brushes, utility knives and other hand tools shall be of good quality and suitable for the intended uses. The contractor shall keep an ample supply on hand for the completion of the work. If fixed open blade knives are to be used, the proper hand protection shall be utilized (i.e. cut resistant gloves).
3. Power tools such as, but not limited to saws, pneumatic chisels, brushes, sanders, and needle guns shall be equipped with shrouds and HEPA-filtered local exhaust systems to capture released particles.
4. Submit proposed tools and methods to be used for removal.
5. Unsafe tools or improper usage of tools may become prohibited items at the discretion of the Owner's Representative based on safety concerns.

2.2 MATERIALS

A. Installed materials which become a part of the work such as, but not limited to, encapsulants shall be of good quality, non-lead-bearing, free of asbestos, and conform to the respective reinstallation specification sections prepared by others.

1. Contractor shall ensure that encapsulants and sealants used as primers, basecoats, or covering existing materials are compatible with the respective existing or reinstallation materials and their manufacturers' warranties.

B. Abatement materials

1. Polyethylene sheeting for all applications shall be 6-mil nominal thickness for floors, drop cloths, and walls.
2. Tape shall be 2" or 3" duct tape or other waterproof tape suitable for joining poly seams and attaching poly sheeting to surfaces.
3. Spray adhesives shall be non-flammable and free of methylene chloride solvents.
4. Disposal bags shall be 6-mil polyethylene and shall be properly labeled.
5. Disposable suits, hoods, and foot coverings shall be TYVEK® or similar.
6. Solvents shall be compatible with any primers, mastics, adhesives, paints, coatings, or other surfacing materials to be installed following their use.

C. ACCEPTABLE MANUFACTURERS/PRODUCTS: All products must meet or exceed ASTM standards.

PART 3 - EXECUTION

3.1 EMPLOYEE TRAINING, QUALIFICATION AND MEDICAL SCREENING

A. Supervisors and Workers shall be trained, accredited, and licensed in accordance with State and Federal rules.

1. Contractor shall keep copies of licenses, initial training course certificate, and most recent annual refresher training certificate at the jobsite at all times for all contractor personnel.
2. A licensed asbestos abatement supervisor (competent person) shall be present at the worksite at all times when work under this section is being conducted.

B. Medical Screening. All contractor personnel shall have a current medical examination in accordance with OSHA requirements. Copies of the Physician's Written Opinions shall be kept on site.

3.2 PERMISSIBLE EXPOSURE LIMITS

A. The OSHA permissible exposure limit (PEL) for worker exposure to airborne asbestos is 0.1 f/cc as an 8-hour time-weighted average (TWA).

B. The OSHA short term excursion limit for worker exposure to airborne asbestos is 1.0 f/cc for a 30 minute sample.

C. The permissible level of airborne fibers in areas adjacent to the work area is 0.01 f/cc as determined by PCM in general accordance with NIOSH Method 7400.

1. Work shall immediately cease in the work area containment when an airborne fiber concentrations exceed this level.
2. The source of outside contamination shall be determined, and corrective measures (e.g. wet cleaning, changes in work practices, negative pressure containment) shall be implemented to prevent recurrence.
3. The contractor shall be responsible for cleanup of contamination in adjacent areas caused by the asbestos abatement activities.

3.3 EXPOSURE ASSESSMENT AND MONITORING

A. The Contractor shall make an assessment of the airborne exposures. The assessment shall conform to OSHA requirements and may be based upon:

1. Initial monitoring of representative workers who the contractor believes are exposed to the greatest airborne concentrations of asbestos.
2. Past monitoring (within the past 12 months) or objective data for conditions closely resembling the processes, type of material, control methods, work practices and environmental conditions to be used for this project.
3. Review of the documentation may require approval from local regulators to be accepted.

B. The contractor shall perform daily personal monitoring in accordance with those requirements as established in OSHA or by the local governing authority / enforcement officer.

3.4 RESPIRATORY PROTECTION

A. Respiratory protection shall be worn by all persons potentially exposed to airborne asbestos fibers from the start of the abatement project until all areas have passed clearance air monitoring.

B. Contractor shall have a written respiratory protection program in accordance with OSHA 29 CFR 1910.134, including but not limited to, medical screening, semi-annual fit testing, training, cleaning and maintenance.

C. Respirators shall not be removed while in the work area.

D. Only NIOSH-approved respirators shall be used.

E. Additional respiratory protection such as organic vapor cartridges, may be needed when handling some solvents, coatings, or stripping products. Consult the MSDS, manufacturer, or industrial hygienist, and obtain the proper cartridges and usages as necessary.

3.5 HYGIENE PRACTICES

A. Eating, drinking, smoking, chewing gum or tobacco, and applying of cosmetics are not allowed in the work area.

B. All persons entering the work area are required to wear appropriate PPE, and follow the entry and exit procedures posted in the Personnel Decontamination Enclosure System.

C. PPE shall include, at a minimum:

1. Full body disposable suits, hard hat, eye protection, respirator, and proper footwear.
2. Gloves.
3. Non-disposable footwear and clothing shall remain in the work area and shall be disposed of as contaminated waste when the job is completed.
4. Authorized visitors shall be provided with suitable PPE.

3.6 PROHIBITED ACTIVITIES.

A. Dry removal or dry sweeping.

B. Use of compressed air for cleaning.

C. Use of high speed power tools not equipped with a HEPA-filtered local exhaust system.

3.7 WORK AREA ISOLATION AND PREPARATION

A. General Preparation. Contractor shall:

1. Post:

a. OSHA asbestos warning signs at every entrance to the work area.
b. Decontamination and work procedures in equipment rooms and clean rooms.
c. EPA NESHAP asbestos rules (40 CFR Part 61, subparts A & M) in the clean room.
d. OSHA Asbestos Construction Standards (29 CFR 1926.1101) in the clean room.
e. Entry and Exit Log
f. List of telephone numbers in the clean room for: