PROJECT MANUAL

PROJECT NAME:

HHS WRC Medical Center North Façade Window Replacement

PROJECT ADDRESS:
1251 334 Street
Woodward, Iowa 50276

PROJECT DATE: Tuesday September 19th, 2023

-

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

OWNER PROJECT NUMBER: 9345.00

OWNER REQUEST FOR BID NUMBER: RFB 934500-01

-

CONSTRUCTION MANAGER:
Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

CONSTRUCTION MANAGER PROJECT NUMBER: 23507

ARCHITECT:
Genesis Architectural Design
939 Office Park Road, Suite 101
West Des Moines, IA 50265 US

ARCHITECT PROJECT NUMBER: 2308

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SECTION 00 0105 – CERTIFICATION PAGE

I hereby certify that the portion of this technical submission described below was prepared by me or under my supervision and responsible charge. I am a duly registered architect under the laws of the state of Iowa.



GENESIS Architectural Design
Edward L. Matt, AIA

_____
Signature

Pages or sheets covered in part or whole by this seal:
Specifications Div.1 thru 9.

Date Issued: August 14, 2023

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SECTION 00 0110

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BID SUBMITTAL CHECKLIST

PART 1 - **GENERAL**

1.01 **BID SUBMITTAL CHECKLIST**

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

PART 2 - **PRODUCTS – NOT USED**

PART 3 - **EXECUTION – NOT USED**

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SECTION 00 1113

NOTICE TO BIDDERS

RFB #934500-01

The Iowa Department of Administrative Services will be receiving bids for replacing the windows on the north side of the Medical Center at Woodward Resource Center, Woodward, Iowa 50276.

The Iowa Department of Administrative Services anticipates construction to begin on November 20, 2023, and end on August 30, 2024.

Bids must be received no later than **02:00 pm, Tuesday, October 24th, 2023**. Late bids will not be considered. Bids shall be submitted on IMPACS Electronic Procurement System. The Bid shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

Bid Opening
The time and place of bid opening will be held at meet.google.com/isr-evdb-dzo and teleconference number +1 662-441-3074 Pin: 122 242 701# at 3:00 pm on October 24th, 2023.

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

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

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

Questions must be submitted by 10:00 am, October 17, 2023, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by 10:00 am, October 17, 2023, prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as "or equal," "equal to," "equivalent to," or "basis of design," unless otherwise noted.

An **optional** Pre-Bid meeting will be held on Thursday, October 5, 2023 at 10:00 am at Woodward Resource Center at 1251 334th Street, Woodward, Iowa 50276. This meeting is not mandatory but is highly recommended. Meeting will be held in the Story CP2.0 Trailer with site review afterward.

Bidding Documents, including drawing sheets bearing the project name HHS WRC Medical Center North Façade Window Replacement, Dated 09/19/2023 and the Project Manual prepared by Genesis Architectural Design dated 09/19/2023, may be obtained from Rapids Reproductions by visiting www.rapidsrepro.com or by calling (515) 251-3222 on Monday through Friday 8:00 am to 5:00 pm.

For further information regarding this project contact:
Michael Bradbury – Issuing Officer
Phone: (515) 823-9327
E-Mail: construction.procurement@iowa.gov

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SECTION 00 2113

INSTRUCTIONS TO BIDDERS

RFB #934500-01

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT DESCRIPTION

A. Project Description: Replacing the windows on the north side of Medical Center.

1.03 OWNER

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

1.04 STATE AGENCY REPRESENTATIVES AND CONTACTS

A. PURCHASING AGENT: Michael Bradbury – Issuing Officer**,** State of Iowa, Department of Administrative Services**,** Hoover State Office Building, 3rd floor**,** 1305 East Walnut Street**,** Des Moines, IA 50319-0105, Phone: 515-823-9327; email: construction.procurement@iowa.gov

B. OWNER REPRESENTATIVE: Jennifer Kleene, State of Iowa, Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319, Phone: 515-822-8197; email: Jennifer.kleene@iowa.gov

C. ON-SITE COORDINATOR: Rodney Carr, Plant Operations Manager, 1251 334th Street, Woodward, Iowa 50276, Phone: 515-314-6643; email: rcarr@dhs.state.ia.us

D. CONSTRUCTION MANAGER CONTACT: Darren Milliken, Story Construction, 2810 Wakefield Circle, Ames, Iowa 50226, Phone: 515-291-5358; email: darren.milliken@storycon.com

E. DESIGN PROFESSIONAL CONTACT: Ed Matt, Genesis Architectural Design, 939 Office Park Road, Suite 101, West Des Moines, IA 50265, Phone: 515-238-2146; email: ematt@gendsn.com

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 PROPOSAL FORM AND SUBMISSION

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

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

K. Completed State of Iowa Nondiscrimination Clause information and Subcontractor Targeted Small Business Enterprise Pre-Bid Contact Information, included in these Bidding Documents, are to accompany the Bid submission. Bidders shall comply with all affirmative action/equal opportunity provisions of State and Federal laws. The Owner seeks to provide opportunities for Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa.

L. All Bid information is to be submitted online. Any required Bid Security shall be provided, in the form and amount specified elsewhere in these Instructions to Bidders, at the time of submission of the Bid. When a site visit is mandatory as specified elsewhere in these Instructions to Bidders, and a Certificate of Site Visit is required to be submitted with the Bid as evidence of such visit having occurred for purposes of observing the conditions of the site and the work proposed therein, the Certificate shall be uploaded with the bid submission.

3.02 TAXES

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

3.03 ALTERNATE BIDS

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

3.04 DRAWINGS AND PROJECT MANUAL

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

3.05 BID SECURITY

A. Each Bid shall be accompanied by Bid Security.

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

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

3.06 DUE DATE AND TIME FOR RECEIPT OF BIDS

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

3.07 COMMENCEMENT AND COMPLETION DATES

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

3.08 SITE VISIT

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

3.09 PRE-BID MEETING

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

3.010 QUESTIONS

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

3.011 ADDENDA AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS

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

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

3.012 SUBSTITUTIONS

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

3.013 OBLIGATION OF BIDDER

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

3.014 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

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

authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.

D. The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

E. **Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

F. If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

3.015 WITHDRAWAL OF BID

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

3.016 BID OPENING

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

3.017 BASIS OF BIDS

A. The Bidder shall include all additional documents or appendices that are requested to be submitted concurrent with the Bid submission; failure to comply may be cause for rejection.

B. In accordance with Iowa law, Section 8A.311: A bidder, to be considered for an award of a state construction contract, shall disclose to the state agency awarding the contract the names of all subcontractors and suppliers who will work on the project being bid, within forty-eight (48) hours after the published date and time by which bids must be submitted. A bidder shall not replace a subcontractor or supplier disclosed without the approval of the state agency awarding the contract.

1. A bidder, prior to an award or who is awarded a state construction contract, shall disclose all of the following, as applicable:
    a. If a subcontractor or supplier disclosed (under the preceding) by a bidder is replaced, the reason for replacement and the name of the new subcontractor or supplier;
    b. If the cost of work to be done by a subcontractor or supplier is changed or if the replacement of a subcontractor or supplier results in a change in the cost, the amount of the change in cost.
    c. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

C. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must:
    1. Be registered in the State of Iowa and have an Iowa Contractor's Registration number, and
    2. Be acceptable to the Owner.

3.018 INFORMALITIES/ REJECTION OF BIDS

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

3.019 CONSIDERATION OF BIDS

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

3.020 PREFERENCE

A. By virtue of statutory authority, a preference shall be given to Iowa domestic labor, products produced and provisions grown within the state of Iowa, in accordance with the provisions of Chapter 73, Code of Iowa and any amendments thereto.

B. Enforcement of reciprocal resident bidder preference and resident labor force preference codified at Iowa Code Section 73A.21.
   1. NOTICE: Failure on the part of the bidder to carefully read the following paragraphs and to provide the information requested below may make the bidder's bid materially nonresponsive and therefore ineligible for contract award. Violations of Iowa Code Section 73A.2l may, among other things, result in civil penalties assessed by the Commissioner of the Division of Labor of Iowa Workforce Development. The bidder should seek out the advice of an attorney if he or she has questions about Iowa Code Section 73A.21. As a part of the competitive procurement of contracts for Public Improvements that must be awarded to the low bidder (if the bid is responsive and the bidder is deemed responsible), Public Bodies shall allow a preference to Resident Bidders if a Nonresident Bidder places a bid for the contract for the Public Improvement and that Nonresident Bidder's state or foreign country gives resident bidders of that state or foreign country a preference (including a labor force preference or any type of preferential treatment). The preference allowed, or reciprocally applied, shall be equal to the preference given or required by the state or foreign country in which the Nonresident Bidder is a resident bidder.
      "Public Body" means the State of Iowa (and its agencies) and any of its political subdivisions, including school districts, public utilities, and the state board of regents.
      "Public Improvement" means a building or other construction work to be paid for in whole or in part by the use of funds of the State of Iowa, its agencies, and any of its political subdivisions and includes road construction, reconstruction, and maintenance projects.
      "Resident Bidder" means a person or entity authorized to transact business in of the State of Iowa and having a place of business for transacting business within the State of Iowa at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. Note, however, that if a nonresident bidder's state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.
      "Nonresident Bidder" means a person or entity who does not meet the definition of a resident bidder.
C. Nonresident bidders shall be required to certify on the Bid submission, where so indicated, the state or foreign country in which the firm is a resident, and if that state or foreign country uses a percentage for in-state bidders and the amount of the preference.
D. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of federal law, this section shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

3.021 QUALIFICATIONS

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

D. Non-resident corporations submitting bids must be in compliance with Section 490.1501 of the Code of Iowa and legally authorized thereby to carry-on such business in the State of Iowa as is required by the Contract Documents.
E. An out-of-state Bidder, if awarded a contract, will be required to submit evidence of authorization to do business in the State of Iowa.

3.022 INSURANCE

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

3.023 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

3.024 EXECUTION OF CONTRACT

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

3.025 LAWS AND REGULATIONS

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

3.026 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

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

3.027 CONDITIONS OF THE WORK

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

3.028 SUBCONTRACTS

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

END OF SECTION

SECTION 00 2113.01

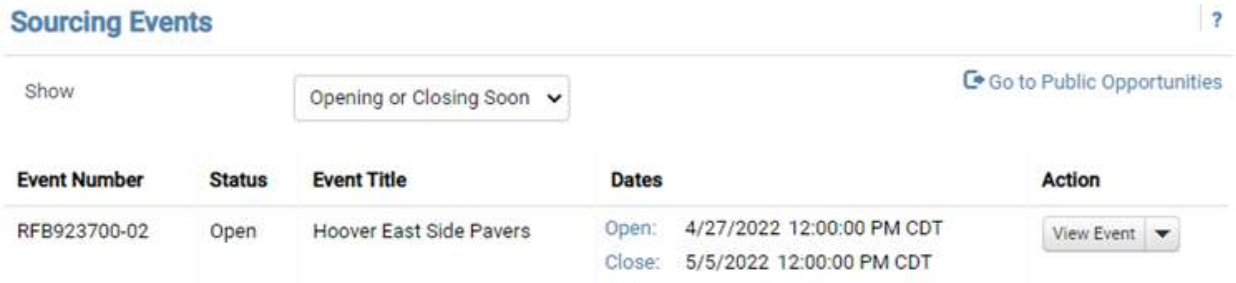
IMPACS Public Construction Bidders User Guide

Public construction bids must be submitted on-line at IMPACS Electronic Procurement System.

Bidders must be registered in IMPACS to submit a Bid.

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

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



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

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

Prerequisites - Bidder must complete all prerequisites.

- Bidder must upload a file of the Bid Security/Bond for 5% of total Bid Amount and certify that if they are awarded the construction contract they will enter into the contract at the Bid Amount submitted.

- Bidder must upload the completed and signed Bid Form.
  NOTE: Bids are to be entered on the Bid Form only; not in the IMPACS. As a result, IMPACS will display a bid amount of $0.

Questions - Bidder must complete all questions.

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

SAMPLE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): xx/xx/xxxx

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

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

PRODUCER	CONTACT NAME: Agent's Information
Agent's Name Agent's Address	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Company A(AM Best Rated A/VI or Better)	Admitted Carriers
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Trade Contractor's Name
Trade Contractor's Mailing Address

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS Minimum	
* A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	#TBD- CGL	3/1/17	3/1/18	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $1,000,000 $2,000,000 $1,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	#TBD-AL	3/1/17	3/1/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $
C	UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	#TBD-UMB	3/1/17	3/1/18	EACH OCCURRENCE AGGREGATE	$10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	#TBD-WC	3/1/17	3/1/18	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
* E	Owners Contrators Protective Liability			#TBD-OCP	3/1/17	3/1/18	*Limits equal to CGL (or) as required by owner (Note- Would be either CGL or OCP, not both)	

amount varies based on paragraph 10.2.2 of the ConsensusDocs 802 contract

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured on a Primary & Non-Contributory basis (CGL;AL;UMB/Excess) in favor of : (Owner) Iowa Department of Administrative Services (DAS), Officers, Directors, Members, Consultants, Agents, and Employees.
Waiver of Subrogation (CGL;AL;WC/EL;UMB/Excess) in favor of: (Owner) Iowa Department of Administrative Services (DAS), Officers, Directors, Members, Consultants, Agents, and Employees.

Project XXXX.XX (Number varies by project)

CERTIFICATE HOLDER

Iowa Department of Administrative Services (DAS)
109 SE 13th Street
Des Moines, IA 50319

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Signature

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SECTION 00 3113

PRELIMINARY SCHEDULE

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Preliminary Construction Schedule
B. Schedule Durations

1.02 PRELIMINARY SCHEDULE

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

1.03 SCHEDULE DURATIONS

A. Anticipated Notice of Intent to Award – 10/25/23
B. Anticipated Date of Commencement – 11/20/23
C. Substantial Completion by – 08/30/24

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 3113

PRELIMINARY SCHEDULE

Task	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Contracts												
Submittals/Procurement												
Window Abatement/Removal												
Abating Lintels (Alternate)												
Abating Window Sills (Alternate)												
Temporary In-Fills (Alternate)												
Window Install												
Paint Lintels (Alternate)												
Paint Window Sills (Alternate)												
Weather Contingency												
Closeout												

SECTION 00 3126 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

A. This Document and its attachments are not part of the Contract Documents. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions.

B. The existing hazardous materials survey reports related to this Project, were prepared by:

1. ATLAS Survey Report for Lead-Based Paint dated January 13, 2022 is available for viewing as attached to this Document.

2. ATLAS Limited NESHAP Pre-renovation Asbestos Survey report dated January 17, 2022 is available for viewing as attached to this Document.

3. ATLAS Limited NESHAP Pre-renovation Asbestos and Lead Paint Survey report dated December 7, 2022 is available for viewing as attached to this Document.

4. ATLAS Limited Asbestos Testing report dated June 5, 2023 is available for viewing as attached to this Document.

C. Related Requirements:

1. Section 02 4119 "Selective Structure Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.

END OF DOCUMENT 00 3126

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SURVEY REPORT FOR LEAD-BASED PAINT

PREPARED FOR:

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

PROJECT LOCATION:
Woodward Medical Center
1251 334th Street
Woodward, Iowa 50276

Project Date(s): January 3, 2022

Report Date: January 13, 2022

Atlas Project ID: 204BS04414

Atlas
4503 E 50th Street, Suite 800
Des Moines, Iowa 50317
(515) 981-4528

January 13, 2022

Sam Vorrie
Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

Re: Survey Report for Lead-Based Paint
Woodward Medical Center Building
1251 334th Street
Woodward, Iowa 50276
Atlas Project Number: 204BS04414

Dear Mr. Vorrie:

Atlas has completed a Lead-Based Paint Survey conducted at the above-referenced site. The project included assessment, sampling and analysis for the presence of lead paint. This report includes the procedures, methodologies, analytical laboratory results and findings of the inspection.

We appreciate the opportunity to be of service to the IDAS and Story Construction on this project and look forward to working with you both in the future. If you have questions or comments regarding the information presented in this report, please contact us at (515) 981-4528 and we will respond promptly to your needs.

Sincerely,

ATLAS TECHNICAL CONSULTANTS, LLC

Eric Brown
Environmental Scientist
(515) 981-4528

Eric Mueggenberg
Operations Manager
Lead Inspector/Risk Assessor
(515) 981-4528

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

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

1.0 SCOPE OF SERVICES **4**

2.0 GENERAL SITE CONDITIONS **4**

3.0 LEAD-BASED PAINT INSPECTION REPORT **4**
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4.0 CONCLUSION AND RECOMMENDATIONS **6**

5.0 ASSUMPTIONS AND LIMITATIONS **6**

APPENDICES

APPENDIX A XRF SAMPLE RESULTS

APPENDIX B PHOTOLOG

S U R V E Y R E P O R T F O R L E A D - B A S E D P A I N T

Woodward Medical Center Building
1251 334th Street
Woodward, Iowa 50276
Atlas Project Number: 204BS04414

1.0 SCOPE OF SERVICES

Atlas is pleased to submit the results of the Lead-Based Paint testing at the above referenced property in advance of planned renovation.

The purpose of this investigation was to identify potential lead paint on surfaces that may be impacted by future demolition work so that proper worker precautions can be taken. This was an investigation to help identify the potential for various materials to be impacted.

2.0 GENERAL SITE CONDITIONS

The survey was conducted at the Medical Center at 1251 334th Street in Woodward, Iowa. The building was constructed of brick, siding, window glazing, vinyl floor tile (VFT), laminate, mastic, caulking, adhesive, drywall, drywall tape, joint compound, duct insulation, linoleum, aerocell, mortar, plaster, skim coat, ceiling tile, thermal system insulation, and blown on insulation, and was occupied at the time of the inspection.

3.0 LEAD-BASED PAINT INSPECTION REPORT

On January 3,2022, the site located at Medical Center at 1251 334th Street in Woodward, Iowa was inspected for lead-based paint building materials by Eric Mueggenberg of Atlas. The purpose of this survey was to identify locations of lead-based paints and coatings on or within the structure(s) in preparation of demolition activities.

3.1 Assessment

The lead assessment was performed in 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 primary painted surfaces on the interior and exterior of the building(s).

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 1.0 mg\cm^2, 5,000 parts per million (ppm) or 0.5% of lead in paint. OSHA's "Lead in Construction Standard" (29 CFR 1926.1101) addresses <u>any</u> concentration of lead in paint ("lead-containing paint"). This quantitative method expresses the amount of lead as a percent of weight and has a limit of detection of <0.0100 mg.

Prior to demolition 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 1.0 mg\cm^2, 5,000 parts per million (ppm), or 0.5% lead by weight.

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.

3.2 Lead-Based Paint Testing

A total of sixty (60) painted surface locations were tested for the presence of lead-based paint. The areas tested were of various representative painted building components throughout the interior and exterior of the building. In order for a paint to be considered a lead-based paint, the paint must contain lead in concentrations greater than 0.8 gm/cm^2. The following is a summary of the identified painted components to have lead-based paint. Details of the paint sample readings can be found in Appendix A.

- **Windows:** A XRF sample reading found the white and light tan paint on the window sills, trough, and frame to contain 1.9 - 5.9 mg/cm^2. Based on the sample analysis, the paint on the windows is considered lead-based paint.
- **Walls:** A XRF sample reading found the gray, off-white, light yellow, pink over orange, and white paint on the walls to contain 0.8 – 17.9 mg/cm^2. Based on the sample analysis, the paint on the walls are considered lead-based paint.
- **Stair post and cage:** A XRF sample reading found the white paint on the stair post and cage to contain 9.6 mg/cm^2. Based on the sample analysis, the white paint on the stair post and cage are considered lead-based paint.
- **Attic Access:** XRF sample readings found the blue on the attic access on 3rd Floor to contain 1.0 mg/cm^2. Based on the sample analysis, the blue paint on the attic access is considered lead-based paint.

This evaluation report can help the Owner develop a plan for demolishing the building by having the lead-based 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 the lead-based paint components are treated improperly, exposure could occur to workers and future occupants of the facility.

4.0 CONCLUSION AND RECOMMENDATIONS

Based on the findings of our investigation it appears that lead-based and lead-containing paint is present. Atlas recommends care when working around the materials identified to be lead-based paint or with paint with notable concentrations of lead, in accordance with OSHA 29 CFR 1926.62. These painted surfaces should be protected from disturbance to avoid the release of lead containing dust during the renovation/demolition process. The purpose of this investigation was to provide a general overview of the extent of lead-based paint or paint with notable concentrations of lead-based paint so that proper worker protection could be provided during future renovation/demolition.

5.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the January 3, 2022, Atlas inspection of the site located at Medical Center at 1251 334th Street in Woodward, Iowa.

The report is designed to aid the building owner, architect, construction manager, and general contractor in locating lead-based paint. 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 a Lead 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 Story Construction and IDAS. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

Appendix A

XRF SAMPLE RESULTS

XRF Field Reading

Heuresis Corp. XRF Serial #: 1492 Model #: Pb200i
1251 334th Street
Woodward, IA 50276

Job	Reading #	Date/Time	Inspector	Room	Color	Structure	Component	Substrate	PbC	Units	Results
Medical Center	1	1/3/2022	Eric Mueggenberg	NIST 0.0	N/A	N/A	Calibration	N/A	0.1	mg/cm2	Negative
Medical Center	2	1/3/2022	Eric Mueggenberg	NIST 0.0	N/A	N/A	Calibration	N/A	0.1	mg/cm2	Negative
Medical Center	3	1/3/2022	Eric Mueggenberg	NIST 0.0	N/A	N/A	Calibration	N/A	0.1	mg/cm2	Negative
Medical Center	4	1/3/2022	Eric Mueggenberg	NIST 1.0	N/A	N/A	Calibration	N/A	0.8	mg/cm2	Negative
Medical Center	5	1/3/2022	Eric Mueggenberg	NIST 1.0	N/A	N/A	Calibration	N/A	1.0	mg/cm2	Positive
Medical Center	6	1/3/2022	Eric Mueggenberg	NIST 1.0	N/A	N/A	Calibration	N/A	0.8	mg/cm2	Negative
Medical Center	7	1/3/2022	Eric Mueggenberg	254	Brown	Door	Door	Metal	0.1	mg/cm2	Negative
Medical Center	8	1/3/2022	Eric Mueggenberg	254	Brown	Door	Frame	Metal	0.2	mg/cm2	Negative
Medical Center	9	1/3/2022	Eric Mueggenberg	254	Yellow	Wall	Conduit	Metal	0.2	mg/cm2	Negative
Medical Center	10	1/3/2022	Eric Mueggenberg	254	White	Window	Trough	Metal	5.9	mg/cm2	Positive
Medical Center	11	1/3/2022	Eric Mueggenberg	254	White	Window	Frame	Metal	2	mg/cm2	Positive
Medical Center	12	1/3/2022	Eric Mueggenberg	254	Gray	Door	Door	Metal	0.1	mg/cm2	Negative
Medical Center	13	1/3/2022	Eric Mueggenberg	256	White	Wall	Wall	Plaster	0.3	mg/cm2	Negative
Medical Center	14	1/3/2022	Eric Mueggenberg	256	Brown	Wall	Radiator	Metal	0.2	mg/cm2	Negative
Medical Center	15	1/3/2022	Eric Mueggenberg	259	White	Wall	Wall	Plaster	0.3	mg/cm2	Negative
Medical Center	16	1/3/2022	Eric Mueggenberg	259	Beige	Wall	Radiator	Metal	0.2	mg/cm2	Negative
Medical Center	17	1/3/2022	Eric Mueggenberg	254	Purple-Beige	Wall	Wall	Drywall	0.1	mg/cm2	Negative
Medical Center	18	1/3/2022	Eric Mueggenberg	254	Gray	Wall	Wall	Plaster	0.8	mg/cm2	Negative
Medical Center	19	1/3/2022	Eric Mueggenberg	254	White	Wall	Radiator	Metal	0.1	mg/cm2	Negative
Medical Center	20	1/3/2022	Eric Mueggenberg	228-243	Brown	Door	Frame	Metal	0.2	mg/cm2	Negative
Medical Center	21	1/3/2022	Eric Mueggenberg	228-243	Brown	Door	Door	Metal	0.2	mg/cm2	Negative
Medical Center	22	1/3/2022	Eric Mueggenberg	247	Orange	Wall	Wall	Plaster	0.1	mg/cm2	Negative
Medical Center	23	1/3/2022	Eric Mueggenberg	247	Very Lt Tan	Window	Frame	Metal	1.9	mg/cm2	Positive
Medical Center	24	1/3/2022	Eric Mueggenberg	244	Orange	Wall	Wall	Plaster	0.6	mg/cm2	Negative
Medical Center	25	1/3/2022	Eric Mueggenberg	243	Offwhite	Wall	Wall	Plaster	0.4	mg/cm2	Negative
Medical Center	26	1/3/2022	Eric Mueggenberg	241	Offwhite	Wall	Wall	Plaster	13.4	mg/cm2	Positive
Medical Center	27	1/3/2022	Eric Mueggenberg	241	Orange	Wall	Wall	Plaster	0.3	mg/cm2	Negative
Medical Center	28	1/3/2022	Eric Mueggenberg	233	Offwhite	Wall	Wall	Plaster	0.2	mg/cm2	Negative
Medical Center	29	1/3/2022	Eric Mueggenberg	233	Offwhite	Wall	Wall	Plaster	1.2	mg/cm2	Positive
Medical Center	30	1/3/2022	Eric Mueggenberg	228	White	Stairs	Post/Cage	Metal	9.6	mg/cm2	Positive
Medical Center	31	1/3/2022	Eric Mueggenberg	228	Brown	Handrail	Handrail	Metal	0.4	mg/cm2	Negative
Medical Center	32	1/3/2022	Eric Mueggenberg	212	Offwhite over Green	Wall	Wall	Plaster	0.4	mg/cm2	Negative
Medical Center	33	1/3/2022	Eric Mueggenberg	208	Red	Wall	Wall	Plaster	0.6	mg/cm2	Negative
Medical Center	34	1/3/2022	Eric Mueggenberg	207	Yellow	Wall	Wall	Plaster	17.3	mg/cm2	Positive
Medical Center	35	1/3/2022	Eric Mueggenberg	307	Green	Wall	Wall	Plaster	0.1	mg/cm2	Negative
Medical Center	36	1/3/2022	Eric Mueggenberg	313	Brown	Floor	Floor	Concrete	0.1	mg/cm2	Negative
Medical Center	37	1/3/2022	Eric Mueggenberg	313	Brown	Door	Door	Wood	0	mg/cm2	Negative
Medical Center	38	1/3/2022	Eric Mueggenberg	314	Green	Floor	Floor	Concrete	0.3	mg/cm2	Negative
Medical Center	39	1/3/2022	Eric Mueggenberg	306	Blue	Wall	Wall	Plaster	0.5	mg/cm2	Negative
Medical Center	40	1/3/2022	Eric Mueggenberg	306	Blue	Door	Attic Access	Metal	1.0	mg/cm2	Positive

XRF Field Reading

Heuresis Corp. XRF Serial #: 1492 Model #: Pb200i
1251 334th Street
Woodward, IA 50276

Job	Reading #	Date/Time	Inspector	Room	Color	Structure	Component	Substrate	PbC	Units	Results
Medical Center	41	1/3/2022	Eric Mueggenberg	306	Very Lt Tan	Pipe	Pipe	Metal	0.2	mg/cm2	Negative
Medical Center	42	1/3/2022	Eric Mueggenberg	306	Very Lt Tan	I-Beam	I-Beam	Metal	0.2	mg/cm2	Negative
Medical Center	43	1/3/2022	Eric Mueggenberg	146	Yellow	Wall	Wall	Plaster	0.1	mg/cm2	Negative
Medical Center	44	1/3/2022	Eric Mueggenberg	146	Gray	Door	Door	Metal	0.1	mg/cm2	Negative
Medical Center	45	1/3/2022	Eric Mueggenberg	148	Pink over Orange	Wall	Wall	Plaster	17.3	mg/cm2	Positive
Medical Center	46	1/3/2022	Eric Mueggenberg	168	White	Wall	Panel	Drywall	0.0	mg/cm2	Negative
Medical Center	47	1/3/2022	Eric Mueggenberg	173	Lt Green	Wall	Wall	Drywall	0.1	mg/cm2	Negative
Medical Center	48	1/3/2022	Eric Mueggenberg	Elevator	Tan	Wall	Wall	Metal	0.0	mg/cm2	Negative
Medical Center	49	1/3/2022	Eric Mueggenberg	B24	White	Wall	Wall	Plaster	0.4	mg/cm2	Negative
Medical Center	50	1/3/2022	Eric Mueggenberg	B24	Beige	Wall	Wall	CMU	0.2	mg/cm2	Negative
Medical Center	51	1/3/2022	Eric Mueggenberg	Entryway	Offwhite	Wall	Wall	Plaster	0.3	mg/cm2	Negative
Medical Center	52	1/3/2022	Eric Mueggenberg	Entryway	Black	Door	Frame	Metal	0.0	mg/cm2	Negative
Medical Center	53	1/3/2022	Eric Mueggenberg	Entryway	Black	Door	Door	Metal	0.1	mg/cm2	Negative
Medical Center	54	1/3/2022	Eric Mueggenberg	Staff Breakroom	Lt Blue	Wall	Wall	Plaster	0.2	mg/cm2	Negative
Medical Center	55	1/3/2022	Eric Mueggenberg	Staff Breakroom	White/Blue	Wall	Wall	Brick	0.3	mg/cm2	Negative
Medical Center	56	1/3/2022	Eric Mueggenberg	Restroom	Lt Blue	Pipe	Pipe	Metal	0.1	mg/cm2	Negative
Medical Center	57	1/3/2022	Eric Mueggenberg	Restroom	Dk Blue	Wall	Divider	Metal	0.2	mg/cm2	Negative
Medical Center	58	1/3/2022	Eric Mueggenberg	Restroom	Dk Blue	Wall	Radiator	Metal	0.1	mg/cm2	Negative
Medical Center	59	1/3/2022	Eric Mueggenberg	128	Purple	Wall	Wall	Drywall	0	mg/cm2	Negative
Medical Center	60	1/3/2022	Eric Mueggenberg	131	Beige	Wall	Radiator	Metal	0.1	mg/cm2	Negative
Medical Center	61	1/3/2022	Eric Mueggenberg	Restroom	Purple	Wall	Wall	Plaster	0.3	mg/cm2	Negative
Medical Center	62	1/3/2022	Eric Mueggenberg	119	Maroon	Wall	Wall	Plaster	0.3	mg/cm2	Negative
Medical Center	63	1/3/2022	Eric Mueggenberg	119	Pink	Ceiling	Ceiling	Plaster	0.2	mg/cm2	Negative
Medical Center	64	1/3/2022	Eric Mueggenberg	Maintenance Room	Lt Tan	Floor	Floor	Concrete	0.2	mg/cm2	Negative
Medical Center	65	1/3/2022	Eric Mueggenberg	Maintenance Room	Black	Elevator Pump	Elevator Pump	Metal	0.2	mg/cm2	Negative
Medical Center	66	1/3/2022	Eric Mueggenberg	N Stairway	White	Wall	Wall	Plaster	17.9	mg/cm2	Positive

APPENDIX B

PHOTOLOG

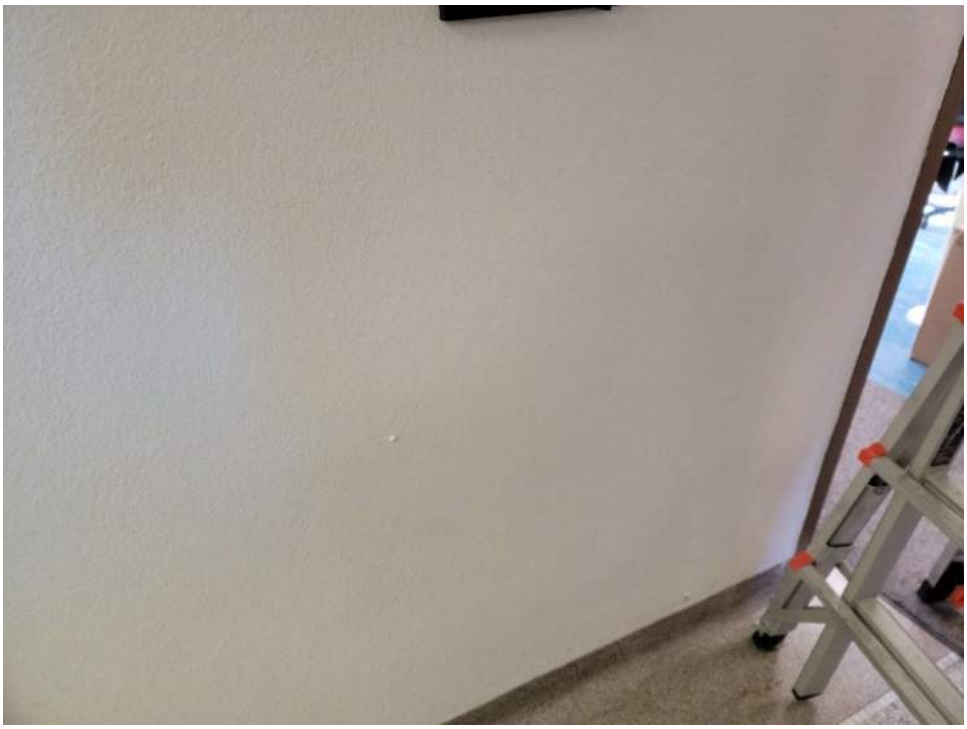


View facing northwest at 1251 334th Street in Woodward, Iowa.	1



View of white paint on window frame and trough. (2.0 and 5.9 mg/cm^2)	2

Photograph Log 1251 334th Street Woodward, IA 50276 Lead Based Paint Survey	**Atlas** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS04414



View of gray paint on plaster walls. (0.8 mg/cm^2)

3



View of very light tan paint on the window frames (1.9 mg/cm2)

4

Photograph Log 1251 334th Street Woodward, IA 50276 Lead Based Paint Survey	**Atlas** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS04414



3

View of off-white paint on plaster walls. (13.4 mg/cm^2)	5

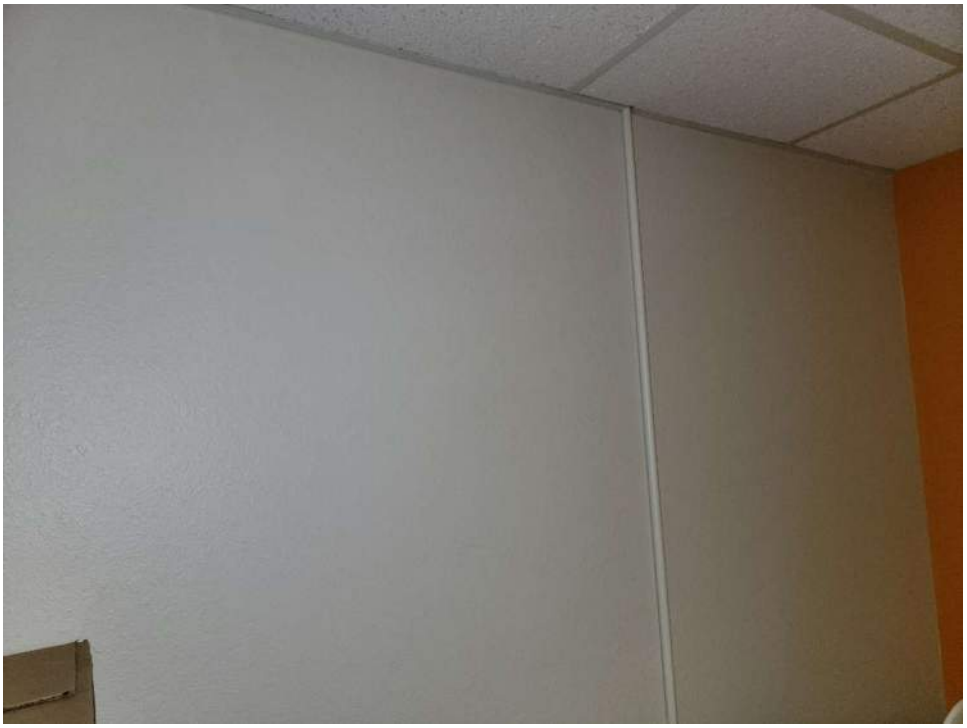


View of off-white paint on the walls (1.2 mg/cm2)	**6**



View of white paint on stair post and cage. (9.6 mg/cm^2)

7



View of light yellow paint on the plaster walls. (17.3 mg/cm2)

8

Photograph Log 1251 334th Street Woodward, IA 50276 Lead Based Paint Survey	**Atlas** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS04414



View of blue paint on metal attic access door. (1.0 mg/cm^2)

9



View of pink over orange paint on the plaster walls. (17.3 mg/cm2)

10



View of white paint on plaster wall in N stairway. (17.9 mg/cm^2)

11

LIMITED NESHAP PRE-RENOVATION ASBESTOS SURVEY

PREPARED FOR:

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

PROJECT LOCATION:

Woodward Medical Center
1251 334th Street
Woodward, Iowa 50276

Project Date(s): January 3, 2022

Report Date: January 17, 2022

Atlas Project ID: 204BS04414

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

January 17, 2022

Sam Vorrie
Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

Re: Limited NESHAP Pre-Renovation Asbestos Survey
Woodward Medical Center Building
1251 334th Street
Woodward, Iowa 50276
Atlas Project Number: 204BS04414

Atlas is pleased to submit the attached Limited NESHAP Pre-Renovation Asbestos Survey conducted at 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

Eric J. Mueggenberg
Operations Manager
(515) 981-4528

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

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

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

Woodward Medical Center Building
1251 334th Street
Woodward, Iowa 50276
Atlas Project Number: 204BS04414

1.0 SCOPE OF SERVICES

The purpose of this project was to perform a Limited NESHAP Pre-Renovation Asbestos Survey at the above-referenced property.

Atlas provided a representative asbestos survey at the identified building in accordance with the referenced agreement and as outlined below:

1. Review any existing asbestos reports relating to the site, if available.
2. Identify accessible suspect asbestos-containing materials (ACM) in accordance with the USEPA National Emission Standard for Hazardous Air Pollutants (NESHAP), (ref.: 40 CFR, Part 61) of only the building materials that make up the renovation areas.
3. Collect and analyze bulk samples of suspect materials of only the building materials that make up the renovation areas in the provided map areas in Appendix D.
4. Quantify any asbestos-containing materials and record location.

2.0 GENERAL SITE CONDITIONS

The survey was conducted at the Medical Center Building at the Woodward Resource center located at 1251 334th street in Woodward, Iowa. The property consisted of the Woodward Medical Center Building. The survey area was limited to the interior of the building.

3.0 ASBESTOS SURVEY REPORT

On January 3rd, 2022, the site located at the Woodward Medical Center at 1251 334th street in Woodward, Iowa 50276 was inspected for asbestos-containing building materials by inspectors Eric Brown and Eric Mueggenberg of Atlas. Mr. Brown and Mr. Sayer have completed the requisite training for asbestos accreditation as inspectors at a state approved training provider under TSCA Title II. Mr. Brown's and Mr. Mueggenberg's AHERA accreditation numbers are MTITB9349 IR and MTITB9400 IMPR, respectively. Mr. Brown's and Mr. Mueggenberg's State of Iowa Inspector numbers are 21-5779 and 21-5776, respectively.

The site was visually inspected for the presence of only the building materials that make up the Medical Center as 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 site; **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%. According to Iowa OSHA, ACM is any material found to contain asbestos, regardless of its concentration, and shall be regulated as hazardous waste. 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 ninety-seven (97) sampled accessible building materials suspected of containing asbestos:

TABLE 1A: SUSPECT BUILDING MATERIALS

MATERIAL	LOCATION	SAMPLE NUMBER
6" Black Cove Base	Throughout	MC-1
Cove Base Mastic	Throughout	MC-2
Blue Laminate Flooring	Room 257	MC-3
Tan Mastic	Throughout	MC-4
Floor Leveling Compound	Throughout	MC-5
Tan Duct Sealant	Throughout	MC-6
2' x 2' Ceiling Tile	Throughout	MC-7
White Window Glazing	Windows	MC-8
White Terrazzo	Throughout	MC-9
White Sink Insulation	Room 263	MC-10
White Caulk	Throughout	MC-11
Drywall Mud	Throughout	MC-12A, B, C, D, E
Gray Ceramic Tile Grout	Restrooms	MC-13
12" x 12" Brown Vinyl Floor Tile	Room 268	MC-14
Tan VFT Mastic	Room 268	MC-15
Terrazzo Janitor Sink	Room 268	MC-16

TABLE 1A: SUSPECT BUILDING MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
TSI Duct Wrap, Foil over Paper	Throughout	MC-17A, B, C
Gray Ceramic Tile Grout	Restrooms	MC-18
Gray Sink Insulation	Room 237	MC-19
Vibration Damper	Attic	MC-20
White Duct Wrap	Attic	MC-21
Roof Gypsum	Attic	MC-22
Fireproof Caulk	3rd Floor Utility Room	MC-23
Brick Mortar	Attic	MC-24
TSI 2" Pipe, Foil over Paper	Throughout	MC-25A, B, C
Tan Carpet Mastic	2nd Floor	MC-26
Gray Ceramic Tile Grout	Restrooms	MC-27
Plaster	Throughout	MC-28A, B, C, D, E
Skim Coat	Throughout	MC-29A, B, C, D, E
Tan, Brittle Linoleum	Room 244	MC-30
Dark Tan Mastic	Room 244	MC-31
Tan, Pliable Linoleum	Room 244	MC-32
Tan Mastic	Room 244	MC-33
Black Sink Insulation	Room 232	MC-34
9" x 9" VFT	Basement and 2nd Floor	MC-35
Brown VFT Mastic	Basement and 2nd Floor	MC-36
Linoleum	Rooms 233 and 239	MC-37
Linoleum Mastic	Rooms 233 and 239	MC-38
Dark Red Terrazzo	Throughout	MC-39
2' x 2' Ceiling Tile	Throughout	MC-40
Red Terrazzo, Repair Patches	Throughout	MC-41
Black Sink Insulation	Room 134	MC-42
Drywall Tape	Throughout	MC-43
Drywall	Throughout	MC-44
Floor Leveling Compound	Basement	MC-45
Floor Leveling Compound	Basement	MC-46
Black VFT Mastic	Basement	MC-47
9" x 9" Brown VFT	Basement	MC-48

TABLE 1A: SUSPECT BUILDING MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
TSI 1" Pipe	Throughout	MC-49A, B, C
TSI ½" Pipe	Throughout	MC-50A, B, C
9" x 9" Gray-Beige VFT	Throughout	MC-51
Black VFT Mastic	Throughout	MC-52
TSI 1" Elbow	Throughout	MC-53A, B, C
TSI ½" Elbow	Throughout	MC-54A, B, C
TSI 2" Pipe	Throughout	MC-55A, B, C
TSI Aerocell	Basement	MC-56A, B, C
Vibration Damper	Basement Mechanical Room	MC-57
Window Glazing	Windows	MC-58
Gray Blown Insulation	Basement	MC-59A, B, C
Floor Surfacing	Basement	MC-60
Black Tar	Basement Tunnel Entrance	MC-61

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

TABLE 2: ASBESTOS-CONTAINING MATERIALS				
MATERIAL	**LOCATION**	**SAMPLE NUMBER**	**APPROX. QUANTITY**	**ASBESTOS CONTENT**
Blue Laminate Flooring	Room 257	MC-3	600 SQFT	3% Chrysotile
Tan Duct Sealant	Throughout	MC-6	200 Joints	2% Chrysotile
White Window Glazing	Windows	MC-8,58	140 MF	2% Anthophyllite 2-3% Chrysotile
Drywall Mud	Throughout	MC-12A, B, C, D, E	Throughout	2% Chrysotile
Gray Sink Insulation	Room 237	MC-19	4 sinks	5% Chrysotile
9" x 9" Brown and gray/beige with pink, white, blue, brown VFT	Basement	MC-48, MC-51	3,000 SQFT	3-5% Chrysotile
TSI Elbow	Throughout	MC-53A, B, C	~1,400 MF	2% Chrysotile
TSI 2" Pipe	Throughout	MC-55A, B, C	600 LF	10-20% Amosite 5% Chrysotile
TSI Aerocell	Basement	MC-56A, B, C	700 LF	40-65% Chrysotile
SQFT = Square Feet, LF = Linear Feet MF = Mechanical Fittings				

3.5 Laboratory Analytical Results

Bulk samples were analyzed by EMSL Analytical, Inc. located at 490 Rowley Road, Depew, NY. 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.

Details of sample analysis are included in Appendix A, which contains a listing of all analyzed samples, sample locations, and analytical results relating to the site. Asbestos analytical results are reported as percentage and type. Other common non-asbestos components may also be noted in the analytical report.

4.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are summarized as follows:

- Asbestos was detected in the blue laminated Flooring, tan duct sealant, window glazing, drywall mud, gray sink insulation, 9”x9” brown and gray/beige with pink, white, blue, brown streaks vinyl floor tile, Thermal System Insulation Elbows, straight pipe, and aerocell. Based on the results of the data collected during the assessment, the building requires further action prior to renovation.

ATC recommends the abatement of all ACM-containing materials located within the inspection area if those building materials are to be disturbed during any future renovation/demolition activities. All abatement work shall be completed in accordance with local, state, and federal regulation. A visual inspection is recommended upon completion of abatement work to document that all ACMs within the scope of abatement have been removed.

5.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the January 3rd, 2022, Atlas inspection of the Medical Center at Woodward Resource Center 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 asbestos abatement contractor in locating ACM. Under no circumstances is the report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Work plan.

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

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

LABORATORY ANALYTICAL REPORT

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: 042200244
Customer ID: ATC55
Customer PO:
Project ID: 204BS04414

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

Phone: (515) 689-3216
Fax: (402) 597-8532
Received Date: 01/06/2022 12:25 PM
Analysis Date: 01/11/2022 - 01/12/2022
Collected Date: 01/03/2022

Project: Woodward (MC) - 204BS04414 (204BS04414)

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
MC-01 *042200244-0001*	Room 257 - 6" Black Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-02 *042200244-0002*	Room 257 - Cove Base Mastic	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-03 *042200244-0003*	Room 257 - Black Laminate Flooring	Blue Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
MC-04 *042200244-0004*	Room 257 - Tan Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-05 *042200244-0005*	Room 257 - Floor Leveling Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-06 *042200244-0006*	Room 257 - Tan Duct Sealant	Tan Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
MC-07 *042200244-0007*	Room 257 - 2'x2' Ceiling Tile	Gray/White Fibrous Homogeneous	20% Cellulose 40% Glass	40% Non-fibrous (Other)	None Detected
MC-08 *042200244-0008*	Room 257 - White Window Glazing	Gray Fibrous Homogeneous		95% Non-fibrous (Other)	2% Anthophyllite 3% Chrysotile
MC-09 *042200244-0009*	Room 270 - White Terrazzo	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-10 *042200244-0010*	Room 263 - White Sink Insulatiion	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-11 *042200244-0011*	Room 272 - White Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-12A *042200244-0012*	Room 267 - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-12B *042200244-0013*	Room 274 - Drywall Mud	White Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
MC-12C *042200244-0014*	Room 216 - Drywall Mud	White Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
MC-12D *042200244-0015*	Room 150 - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-12E *042200244-0016*	Room 109 - Drywall Mud	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 01/11/2022 13:03:10

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: 042200244
Customer ID: ATC55
Customer PO:
Project ID: 204BS04414

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
MC-13 *042200244-0017*	Room 267 - Gray Ceramic Tile Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-14 *042200244-0018*	Room 268 - 12"x12" Brown VFT	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-15 *042200244-0019*	Room 268 - Tan VFT Mastic	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
MC-16 *042200244-0020*	Room 268 - Terrazzo - Janitor Sink	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
MC-17A *042200244-0021*	Room 258 - TSI Duct Wrap Metal over Paper	Brown/Silver Fibrous Homogeneous	40% Cellulose 20% Glass	40% Non-fibrous (Other)	None Detected
MC-18 *042200244-0022*	Room 237 - Ceramic Tile Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-19 *042200244-0023*	Room 262 - Gray Sink Insulation	Gray Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
MC-20 *042200244-0024*	Attic - Vibration Damper	Black Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
MC-21 *042200244-0025*	Attic - White Duct Wrap	Brown/White Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
MC-22 *042200244-0026*	Attic - Roof Gypsum	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-23 *042200244-0027*	Fireproof Caulk	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-24 *042200244-0028*	Attic - Brick Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-25A *042200244-0029*	Room 318 - TSI Foil over Paper over Fiberglass 2" Pipe	Brown/Silver Fibrous Homogeneous	40% Cellulose 20% Glass	40% Non-fibrous (Other)	None Detected
MC-25B *042200244-0030*	Basement - Room 3 - TSI 2" Pipe	Brown/White/Silver Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
MC-25C *042200244-0031*	Basement - Room 6 - TSI 2" Pipe	Brown/Black/Silver Fibrous Homogeneous	45% Cellulose 15% Glass	40% Non-fibrous (Other)	None Detected
MC-17B *042200244-0032*	Room 216 - TSI Duct Wrap Metal over Paper	Brown/Silver Fibrous Homogeneous	40% Cellulose 25% Glass	35% Non-fibrous (Other)	None Detected
MC-17C *042200244-0033*	Room 216 - TSI Duct Wrap Metal over Paper	Brown/Silver Fibrous Homogeneous	45% Cellulose 20% Glass	35% Non-fibrous (Other)	None Detected
MC-26 *042200244-0034*	Room 216 - Tan Carpet Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-27 *042200244-0035*	Room 206 - Gray Ceramic Tile Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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EMSL Order:	042200244
Customer ID:	ATC55
Customer PO:	
Project ID:	204BS04414

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
MC-28A *042200244-0036*	Room 212 - Plaster	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
Skim coat (sample MC-29A) included in analysis due to inseparable layers.					
MC-28B *042200244-0037*	Room 214 - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-28C *042200244-0038*	East Stairway 2-3 - Plaster	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
Skim coat (sample MC-29C) included in analysis due to inseparable layers.					
MC-28D *042200244-0039*	East Stairway B-1 - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-28E *042200244-0040*	Room 134 - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-29A *042200244-0041*	Room 212 - Skim Coat				Not Analyzed
See sample MC-28A for results due to inseparable layers.					
MC-29B *042200244-0042*	Room 234 - Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-29C *042200244-0043*	East Stairway 2-3 - Skim Coat				Not Analyzed
See sample MC-28C for results due to inseparable layers.					
MC-29D *042200244-0044*	East Stairway B-1 - Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-29E *042200244-0045*	Room 134 - Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-30 *042200244-0046*	Room 244 - Tan Brittle Linoleum	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-31 *042200244-0047*	Room 244 - Dark Tan Mastic				Layer Not Present
Only one discernible mastic in sample bag.					
MC-32 *042200244-0048*	Room 244 - Tan Pliable Linoleum	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-33 *042200244-0049*	Room 244 - Tan Mastic	Yellow Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
MC-34 *042200244-0050*	Room 232 - Black Sink Insulation	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-35 *042200244-0051*	Room 234 - 6"x6" VFT	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-36 *042200244-0052*	Room 234 - Brown VFT Mastic				Insufficient Material

Initial report from: 01/11/2022 13:03:10

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EMSL Order: 042200244
Customer ID: ATC55
Customer PO:
Project ID: 204BS04414

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
MC-37	Doorway 233-239 - Linoleum	Gray/Yellow/Pink Fibrous Heterogeneous	25% Cellulose 10% Glass	65% Non-fibrous (Other)	None Detected
042200244-0053					
Both linoleum and mastic included in analysis due to inseparable layers.					
MC-38	Doorway 233-239 - Linoleum Mastic				Not Analyzed
042200244-0054					
See sample MC-37 for results due to inseparable layers.					
MC-39	Room 150 - Terrazzo Dark Red	Gray/White/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042200244-0055					
MC-40	Room 164 - 2'x2' Ceiling Tile	Gray Fibrous Homogeneous	30% Cellulose 40% Glass	30% Non-fibrous (Other)	None Detected
042200244-0056					
MC-41	Room 164 - Terrazzo Red (Repair Patching)	Gray/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042200244-0057					
MC-42	Room 134 - Black Brittle Sink Insulation	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042200244-0058					
MC-43	Room 109 - Drywall Tape	White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
042200244-0059					
MC-44	Room 109 - Drywall	Brown Fibrous Homogeneous	8% Cellulose 3% Glass	89% Non-fibrous (Other)	None Detected
042200244-0060					
MC-45	Floor Leveling Compound	Orange Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042200244-0061					
MC-46	Floor Leveling Compound	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042200244-0062					
MC-47	Black VFT Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042200244-0063					
MC-48	9"x9" Brown VFT	Brown/Beige Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
042200244-0064					
MC-49A	W. Hall - Basement - TSI 1"	Brown/Black/Silver Fibrous Homogeneous	45% Cellulose 15% Glass	40% Non-fibrous (Other)	None Detected
042200244-0065					
MC-49B	W. Hall - Basement - TSI 1"	Brown/White/Black Fibrous Homogeneous	55% Cellulose	45% Non-fibrous (Other)	None Detected
042200244-0066					
MC-49C	Basement - Rooms 1 & 2 - TSI 1"	Various Fibrous Homogeneous	55% Cellulose	45% Non-fibrous (Other)	None Detected
042200244-0067					
MC-50A	W. Hall - Basement - TSI 1/2"	Brown/Black/Silver Fibrous Homogeneous	45% Cellulose 5% Glass	50% Non-fibrous (Other)	None Detected
042200244-0068					
MC-50B	Basement - Rooms 1 & 2 - TSI 1/2"	Brown/Black/Silver Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
042200244-0069					
MC-50C	Basement - Rooms 1 & 2 - TSI 1/2"	Various Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
042200244-0070					

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EMSL Order:	042200244
Customer ID:	ATC55
Customer PO:	
Project ID:	204BS04414

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
MC-51 *042200244-0071*	Basement - Rooms 1 & 2 - 9"x9" VFT Gray/Beige with Pink,White,Blue,Brown	Brown/Gray/Beige Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
MC-52 *042200244-0072*	Basement - Rooms 1 & 2 - Black VFT Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-53A-TSI *042200244-0073*	Basement - Room 1 - 1" TSI Elbow	Gray Fibrous Homogeneous	55% Glass	45% Non-fibrous (Other)	None Detected
MC-53A-Wrap *042200244-0073A*	Basement - Room 1 - Wrap	White Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
MC-53B-TSI *042200244-0074*	Basement - Room 1 - 1" TSI Elbow	Gray Fibrous Homogeneous	55% Glass	45% Non-fibrous (Other)	None Detected
MC-53B-Wrap *042200244-0074A*	Basement - Room 1 - Wrap	White Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
MC-53C *042200244-0075*	Basement - Room 1 - 1" TSI Elbow	Gray Fibrous Homogeneous	40% Cellulose	58% Non-fibrous (Other)	2% Chrysotile
MC-54A *042200244-0076*	Basement - Room 1 - 1/2" Elbow TSI	Gray Fibrous Homogeneous	55% Glass	45% Non-fibrous (Other)	None Detected
MC-54B-TSI *042200244-0077*	Basement - Room 1 - 1/2" Elbow TSI	Gray Fibrous Homogeneous	55% Glass	45% Non-fibrous (Other)	None Detected
MC-54B-Wrap *042200244-0077A*	Basement - Room 1 - Wrap	White Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
MC-54C *042200244-0078*	Basement - Room 1 - 1/2" Elbow TSI	Gray Fibrous Homogeneous	30% Glass	70% Non-fibrous (Other)	None Detected
MC-55A *042200244-0079*	Basement - Room 1 - 2" Pipe TSI	White Fibrous Homogeneous		75% Non-fibrous (Other)	20% Amosite 5% Chrysotile
MC-55B *042200244-0080*	Basement - Room 1 - 2" Pipe TSI	White Fibrous Homogeneous		75% Non-fibrous (Other)	20% Amosite 5% Chrysotile
MC-55C *042200244-0081*	Basement - Room 1 - 2" Pipe TSI	Gray Fibrous Homogeneous		85% Non-fibrous (Other)	10% Amosite 5% Chrysotile
MC-56A *042200244-0082*	Basement - Office B04 - TSI AeroCell	Gray Fibrous Homogeneous	30% Cellulose	5% Non-fibrous (Other)	65% Chrysotile
MC-56B *042200244-0083*	Basement - Office B04 - TSI AeroCell	Gray Fibrous Homogeneous	30% Cellulose	5% Non-fibrous (Other)	65% Chrysotile
MC-56C *042200244-0084*	Basement - Office B06 - TSI AeroCell	Brown/Gray Fibrous Homogeneous	45% Cellulose	15% Non-fibrous (Other)	40% Chrysotile
MC-57 *042200244-0085*	Basement - Mechanical Room B05 - Vibration Damper	Gray Fibrous Homogeneous	55% Glass	45% Non-fibrous (Other)	None Detected

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EMSL Order:	042200244
Customer ID:	ATC55
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Project ID:	204BS04414

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
MC-58 *042200244-0086*	W. Room in Basement - Window Glazing	White Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
MC-59A *042200244-0087*	W. Room in Basement - Gray Blown Insulation	Gray Fibrous Homogeneous	15% Cellulose 55% Glass	30% Non-fibrous (Other)	None Detected
MC-59B *042200244-0088*	NW Room in Basement - Gray Blown Insulation	Gray Fibrous Homogeneous	15% Cellulose 55% Glass	30% Non-fibrous (Other)	None Detected
MC-59C *042200244-0089*	WNW Room in Basement - Gray Blown Insulation	Gray Fibrous Homogeneous	80% Glass	20% Non-fibrous (Other)	None Detected
MC-60 *042200244-0090*	E. Basement Hall - Floor Surfacing	Red/Orange Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-61 *042200244-0091*	E. Tunnel lEntrance - Black Tar	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Kelly Gallisdorfer (37)
Margo Burgio (14)
Shauna LaValley (38)

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. Depew, NY NVLAP Lab Code 200056-0

Initial report from: 01/11/2022 13:03:10

EMSL ANALYTICAL, INC.
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Asbestos Chain of Custody (Air, Bulk, Soil)

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

EMSL Order Number / Lab Use Only: 042200244

RECEIVED EMSL CINNAMINSON, NJ 22 JAN -6 PM 12:24

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

Customer Information

Customer ID:	ATC55
Company Name:	Atlas Technical Consultants, LLC
Contact Name:	Eric Mueggenberg
Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha NE 68137
Country:	US
Phone:	515-981-4528
Email(s) for Report:	Eric.Mueggenberg@oneatlas.com

Billing Information

Billing ID:	ATC55
Company Name:	Atlas Technical Consultants, LLC
Billing Contact:	Sally Schmitz
Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha
Country:	US
Phone:	402-697-9747
Email(s) for Invoice:	sally.schmitz@oneatlas.com

Project Information

Project Name/No: WOODWARD (MC) 204BS04414
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: 97

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)
MC-01	6" BLACK COVEBASE ADAM 257		1/3/22
MC-02	COVE BASE MASTIC	"	
MC-03	BLUE LAMINATE FLOORING	"	
MC-04	TAN MASTIC	"	
MC-05	FLOOR LEVELING COMPOUND	"	
MC-06	TAN DUCT SEALANT	"	
MC-07	2'x2' C.T.	"	
MC-08	WINDOW GLAZING WHITE	"	8:51am

RECEIVED JAN 10 2022 BY:

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

FedEx 1/10/22 9102

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Eric Brown	Date/Time: 1/3/22	Received by: EMSL FX	Date/Time 1/6/22 1225
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - COC-05 Asbestos R13 2/26/2021

☐ 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 5

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Asbestos Chain of Custody

EMSL Order Number (Lab Use Only)

042200244

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

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
MC-09	TERRAZZO WHITE RM 270		1/3/22
MC-10	SILK INSULATION WHITE RM 263		
MC-11	WHITE CAULK RM 272		
MC-12A	DRYWALL MUD RM 267		
MC-12B	DRYWALL MUD RM 274		
MC-12C	DRYWALL MUD ROOM 216		
MC-12D	DRYWALL MUD ROOM 150		
MC-12E	DRYWALL MUD ROOM 109		
MC-13	CERAMIC TILE GROUT GRAY RM 267		
MC-14	12"x12" VFT BROWN RM 263		
MC-15	TAN VFT MASTIC RM 269		
MC-16	TERRAZZO FACTOR. SILK RM 268		
MC-17A	TSI DUCT WRAP METALOVERPAPER RM 256		
MC-18	CERAMIC TILE GROUT RM 237		
MC-19	GRAY SILK INSULATION RM 262		
MC-20	VIBRATION DAMPER ATTIC		
MC-21	WHITE DUCT WRAP ATTIC		
MC-22	ROOF GYPSUM ATTIC		
MC-23	FIRE PROOF CAULK		
MC-24	BLACK MASTIC ATTIC		
MC-25A	TSI FOIL OVER PAPER OVER FIBERGLASS 2" PIPE ROOM 318		
MC-25B	TSI 2" PIPE BASEMENT ROOM 3		
MC-25C	TSI 2" PIPE BASEMENT ROOM 6		

*Comments/Special Instructions:

Page 2 of 5 pages

Controlled Document – Asbestos COC – R10 – 05/09/2016

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Asbestos Chain of Custody

EMSL Order Number (Lab Use Only): 042200244

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22 JAN -6 PM 12:24

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

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
MC-17B	TSI DUCTWRAP METAL OVER PAPER ROOM 216		1/3/22
MC-17C	TSI DUCTWRAP METAL OVER PAPER ROOM 211		
MC-26	CARPET MASTIC TAN ROOM 216		
MC-27	GRAY CERAMIC TILE GROUT ROOM 206		
MC-28A	PLASTER ROOM 212		
MC-28B	PLASTER ROOM 234		
MC-28C	PLASTER E. STAIRWAY 2-3 FF		
MC-28D	PLASTER E. STAIRWAY B-1		
MC-28E	PLASTER ROOM 134		
MC-29A	SKIM COAT ROOM 212		
MC-29B	SKIM COAT ROOM 234		
MC-29C	SKIM COAT E. STAIRWAY 2-3		
MC-29D	SKIM COAT E. STAIRWAY B-1		
MC-29E	SKIM COAT ROOM 134		
MC-30	TAN LINOLEUM BRITTLE ROOM 244	LAB # 242	
MC-31	DK TAN MASTIC ROOM 244		
MC-32	TAN LINOLEUM PLIABLE ROOM 244		
MC-33	TAN MASTIC ROOM 244		
MC-34	~~BLACK~~ SILVER INSULATION ROOM 232		
MC-35	9"x9" VFT ROOM 234		
MC-36	BROWN VFT MASTIC ROOM 234		
MC-37	LINOLEUM DOORWAY 233-239		
MC-38	LINOLEUM MASTIC DOORWAY 233-239		

*Comments/Special Instructions:

Page 3 of 5 pages

Controlled Document – Asbestos COC – R10 – 05/09/2016

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only): 04220244

RECEIVED
EMSL
CINNAMINSON, NJ

PHONE:
FAX:

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

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
MC-39	TERRAZZO DK RED ROOM 150		1/3/22
MC-40	2'x2' C.T. ROOM 164		
MC-41	TERRAZZO RED (REPAIR PATCH) ROOM 164		
MC-42	BLACK BRITTLE SINK INSULATION ROOM 134		
MC-43	DRYWALL TAPE ROOM 109		
MC-44	DRYWALL ROOM 109		
MC-45	FLOOR LEVELING COMPOUND		
MC-46	FLOOR LEVELING COMPOUND		
MC-47	BLACK VFT MASTIC		
MC-48	9"x9" BROWN VFT		
MC-49A	TSI 1" W HALL BASEMENT		
MC-49B	TSI 1" " "		
MC-49C	TSI 1" BASEMENT ROOMS 1&2		
MC-50A	TSI ½" W HALL BASEMENT		
MC-50B	TSI ½" BASEMENT ROOMS 1&2		
MC-50C	TSI ½" BASEMENT ROOMS 1&2		
MC-51	9"x9" VFT GRAY BEIGE WITH PINK WHITE BLUE BROWN BASEMENT ROOM 1&2		
MC-52	BLACK VFT MASTIC BASEMENT ROOMS 1&2		
MC-53A	1" TSI ELBOW BASEMENT ROOM 1		
MC-53B	1" TSI ELBOW BASEMENT ROOM 1		
MC-53C	1" TSI ELBOW BASEMENT ROOM 1		
MC-54A	½" ELBOW TSI " "		
MC-54B	½" ELBOW TSI " "		

*Comments/Special Instructions:

Page 4 of 5 pages

OrderID: 042200244

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only)

042200244

RECEIVED EMSL CINNAMINSON, NJ
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PHONE:
FAX:

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

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
MC-54C	1" TSI ELBOW BASEMENT ROOM 1		1/3/22
MC-55A	2" PIPE TSI " "		
MC-55B	2" PIPE TSI " "		
MC-55C	2" PIPE TSI " "		
MC-56A	TSI AEROCELL BASEMENT OFFICE (BO4)		
MC-56B	TSI AEROCELL BASEMENT OFFICE (BO4)		
MC-56C	TSI AEROCELL BASEMENT (BOG)		
MC-57	VIBRATION DAMPER BASEMENT MECHANICAL ROOM (BO5)		
MC-58	WINDOW GLAZING W ROOM IN BASEMENT		
MC-59A	INSULATION BLOWN GRAY W ROOM IN BASEMENT		
MC-59B	INSULATION BLOWN GRAY W ROOM IN BASEMENT		
MC-59C	INSULATION BLOWN GRAY W ROOM IN BASEMENT		
MC-60	FLOOR SURFACING E. BASEMENT HALL		
MC-61	BLACK TAR E. TUNNEL ENTRANCE		↓

*Comments/Special Instructions:

Page 5 of 5 pages

Controlled Document – Asbestos COC – R10 – 05/09/2016

APPENDIX B

INSPECTOR ACCREDITATIONS

ERIC BROWN

DOB: 05-07-1970

Issued: 02-19-2021



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	21-5779	02-16-2022

DIVISION OF IOWA LABOR

Asbestos

Rod A. Roberts
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

Todd Brown

Instructor

Course Date:	**02/16/2021**
Examination Date:	**02/16/2021**
Expiration Date:	**02/16/2022**
Certificate #	**MTITB9349 IR**
Course Length	**4 Hours**

ERIC MUEGGENBERG



DOB: 08-14-1978

Issued: 02-19-2021

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	21-5776	02-16-2022
MANAGEMENT PLANNER	21-5777	02-16-2022
PROJECT DESIGNER	21-5778	02-17-2022

DIVISION OF IOWA LABOR

Asbestos

Rod A. Roberts

Rod A. Roberts
Labor Commissioner



Midwest Training Institute

"A Higher Standard of Training"

An ATC Company

This is to **certifies that**

Eric Mueggenberg

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 Project Designer Refresher Course

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

Course Location:
Des Moines, IA

Todd Bruns

Instructor

Course Date: 02/17/2021
Examination Date: 02/17/2021
Expiration Date: 02/17/2022
Certificate # MTITB 9360 PDR
Course Length 8 Hours



Midwest Training Institute

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An ATC Company

This is to **certifies that**

Eric Mueggenberg

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/Management Planner Refresher Course

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

Course Location:
Des Moines, IA

Todd Bruns

Instructor

Course Date: 02/16/2021
Examination Date: 02/16/2021
Expiration Date: 02/16/2022
Certificate # MTITB9400 IMPR
Course Length 8 Hours

APPENDIX C

PHOTO LOG



View of the Woodward Medical Center	1



View of Blue Laminate Flooring (3% Chrysotile)	2

Photograph Log Woodward Medical Center 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS04414



View of Tan Duct Sealant (2% Chrysotile)

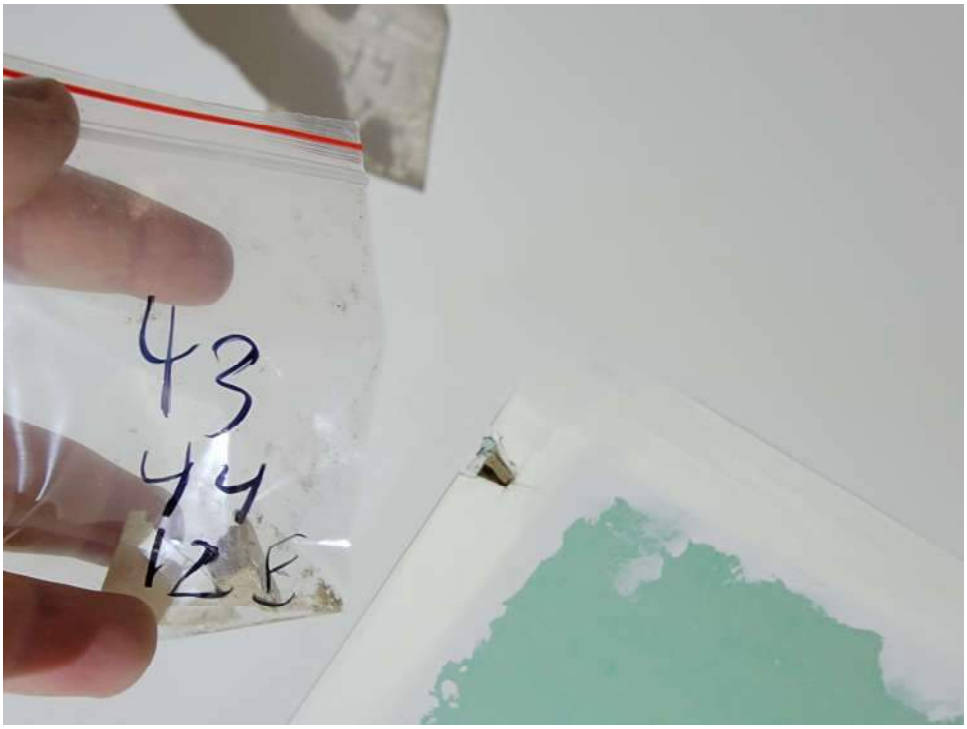
3



View of White Window Glazing
(2% Anthophyllite 2-3% Chrysotile)

4

Photograph Log Woodward Medical Center 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS04414



View of Drywall Mud (2% Chrysotile)

5



View of Gray Sink Insulation (5% Chrysotile)

6



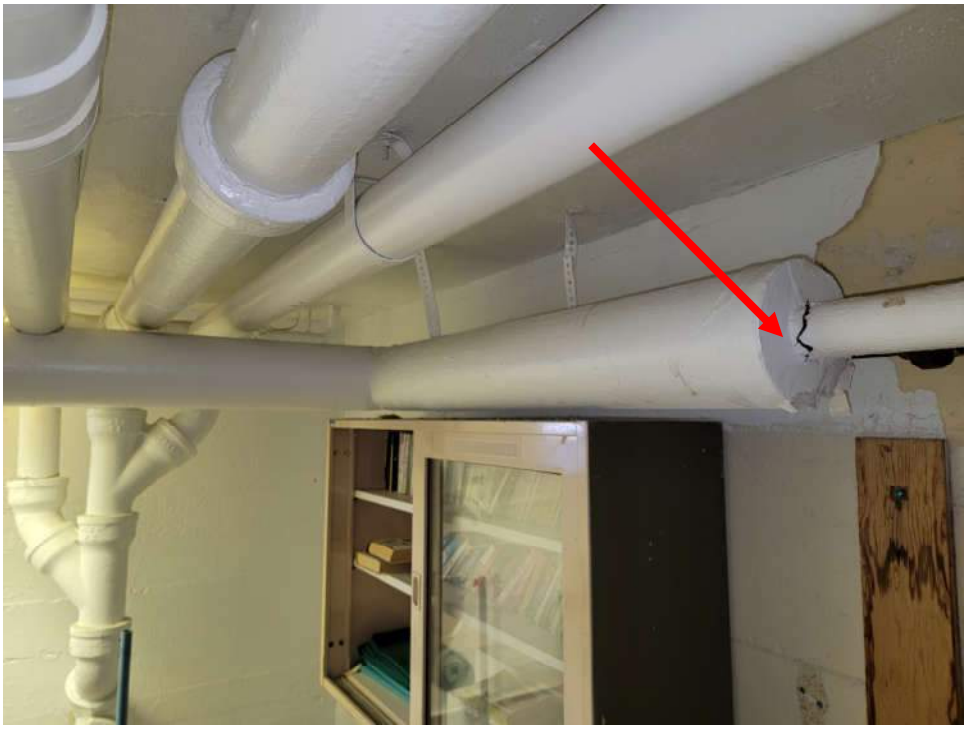
View of 9″ x 9″ Brown and gray/beige with pink, white, blue, brown VFT (3-5% Chrysotile)

7



View of TSI 1″ Elbow (2% Chrysotile)

8



View of TSI 2″ Pipe (10-20% Amosite 5% Chrysotile)

9



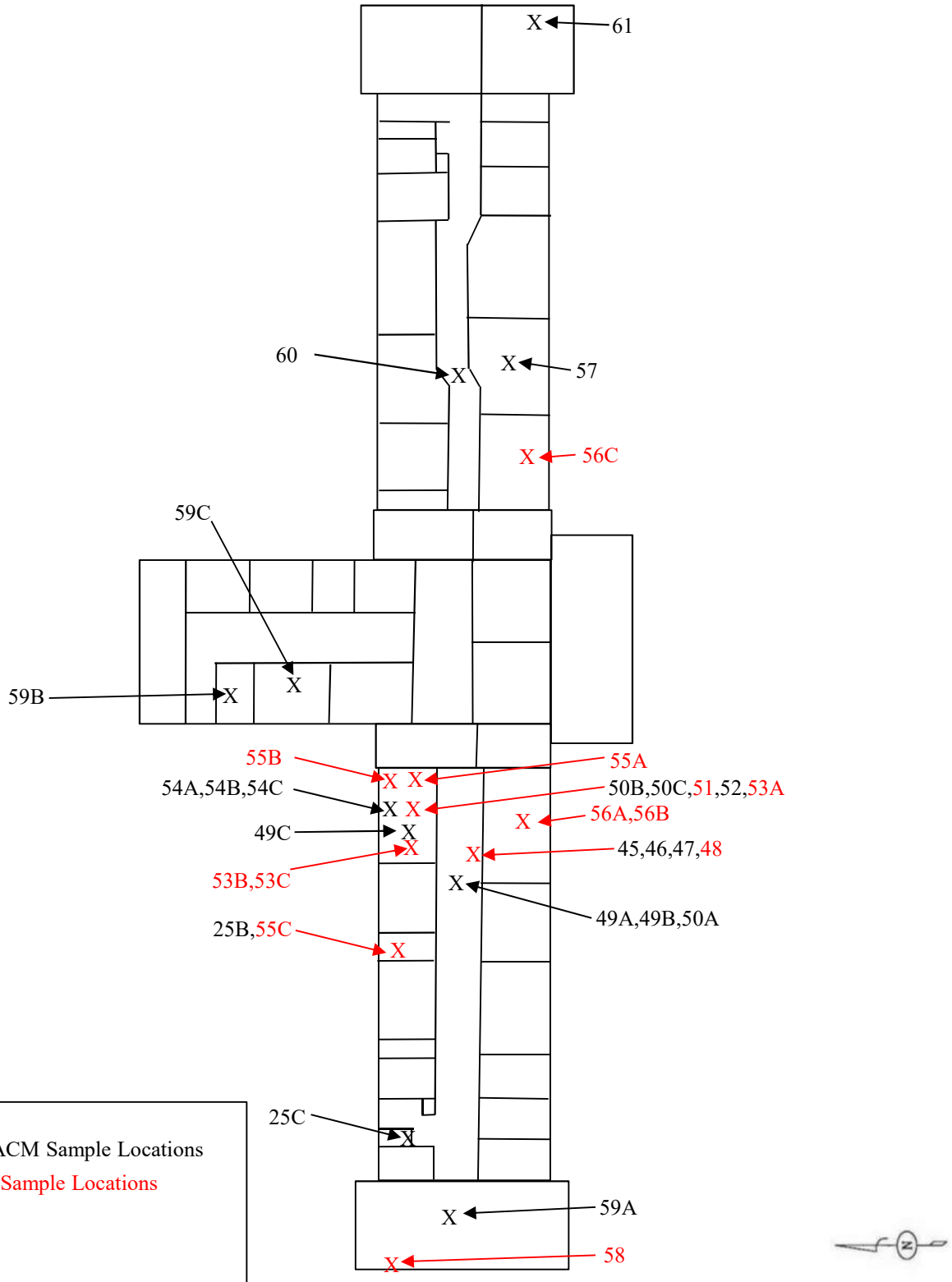
View of TSI Aerocell (40-65% Chrysotile)

10

Photograph Log Woodward Medical Center 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS04414

APPENDIX D

SITE MAP



ATLAS

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

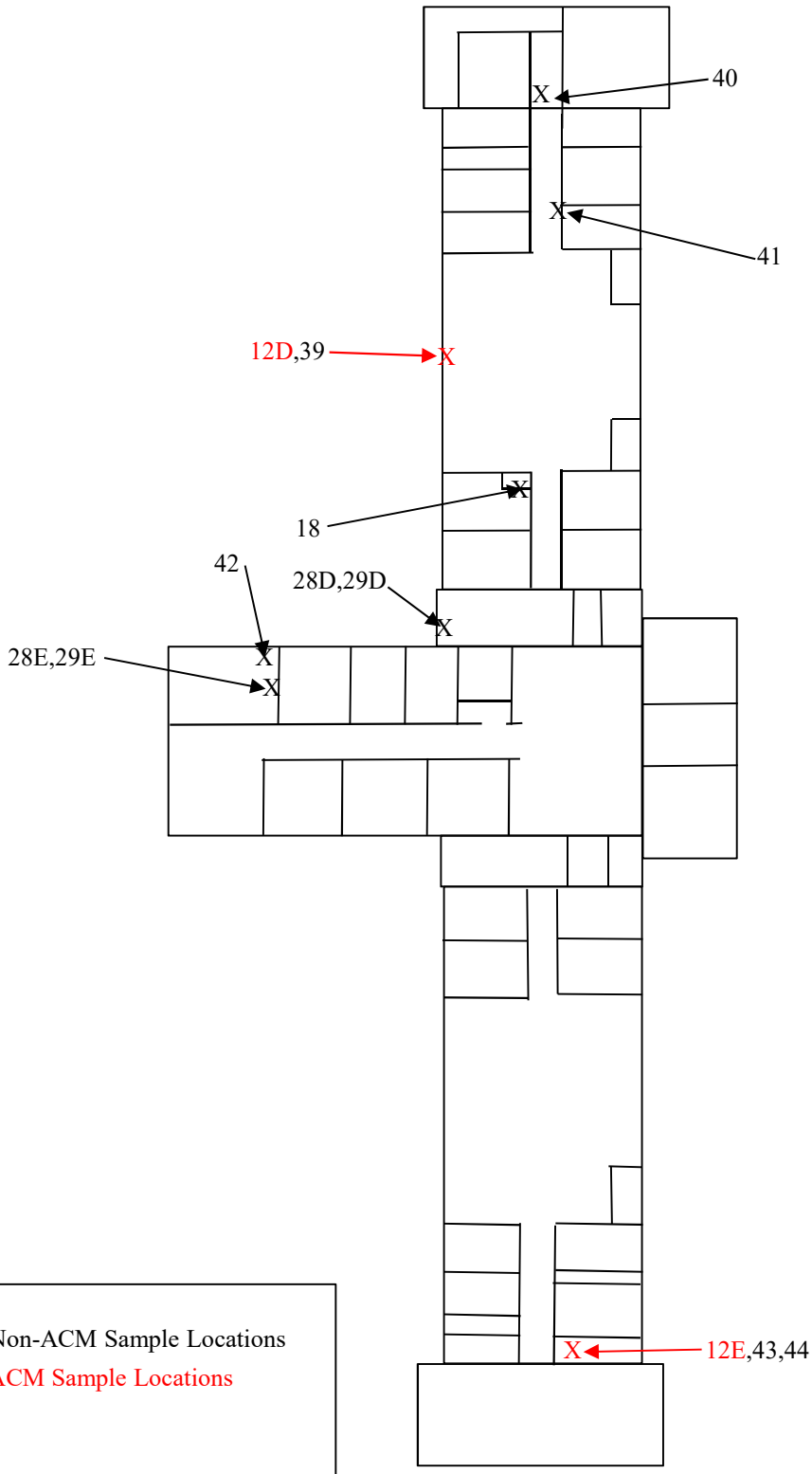
PROJECT NO: 204BS04414

DESIGNED BY: Atlas	SCALE: NTS	REVIEWED BY: EM
DRAWN BY: EM	DATE: 1/12/2022	FILE: SiteMap.PPT

SITE MAP

Medical Center
Basement

1251 224th St.
Woodward, IA 50276



Legend

X = Non-ACM Sample Locations

X = ACM Sample Locations

ATLAS

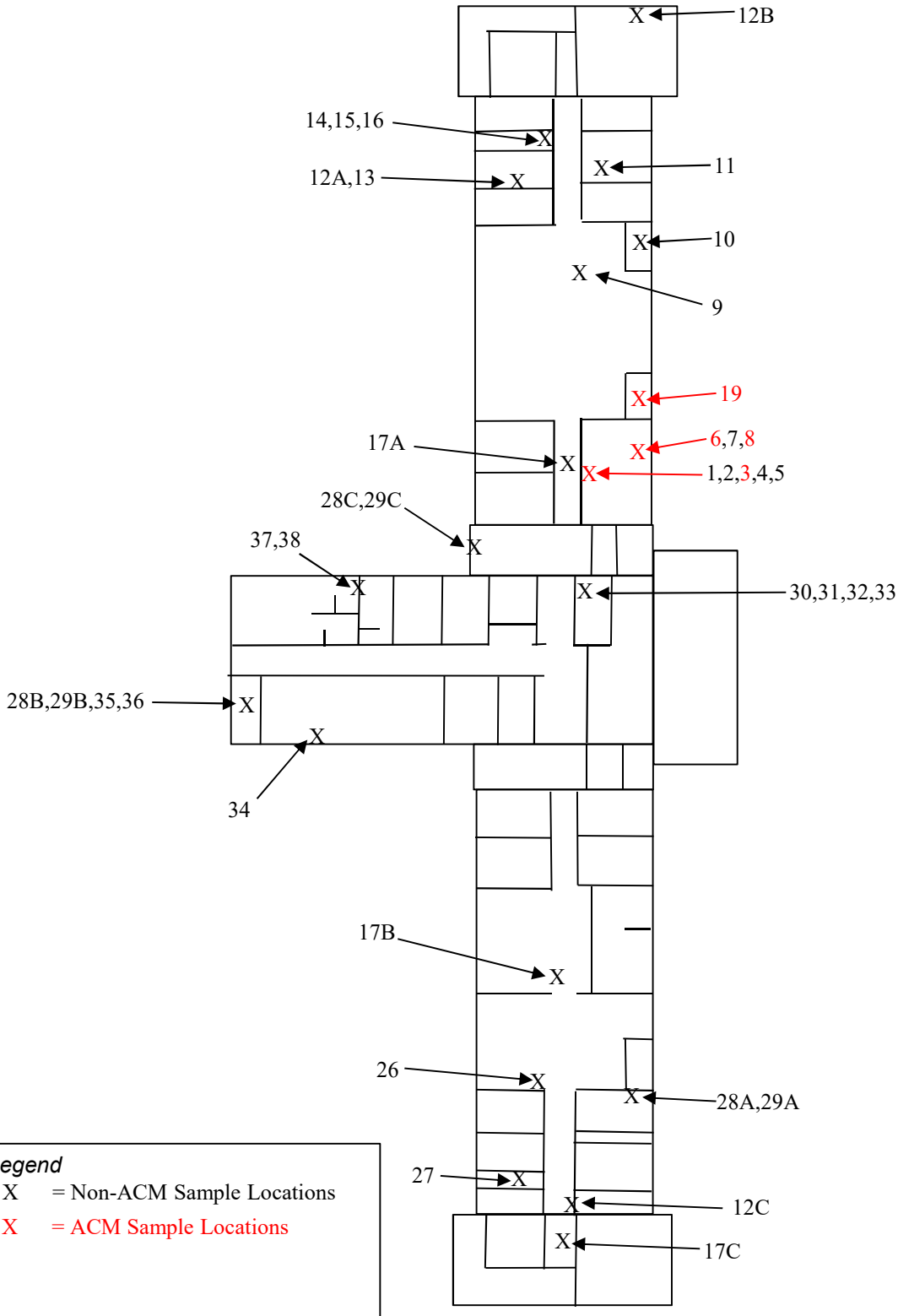
4503 E 50th Street, Suite 800
Des Moines, IA 50317

SITE MAP

Medical Center
First Floor

1251 224th St.
Woodward, IA 50276

PROJECT NO: 204BS04414		
DESIGNED BY: Atlas	SCALE: NTS	REVIEWED BY: EM
DRAWN BY: EM	DATE: 1/12/2022	FILE: SiteMap.PPT



Legend

X = Non-ACM Sample Locations

X = ACM Sample Locations

ATLAS

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

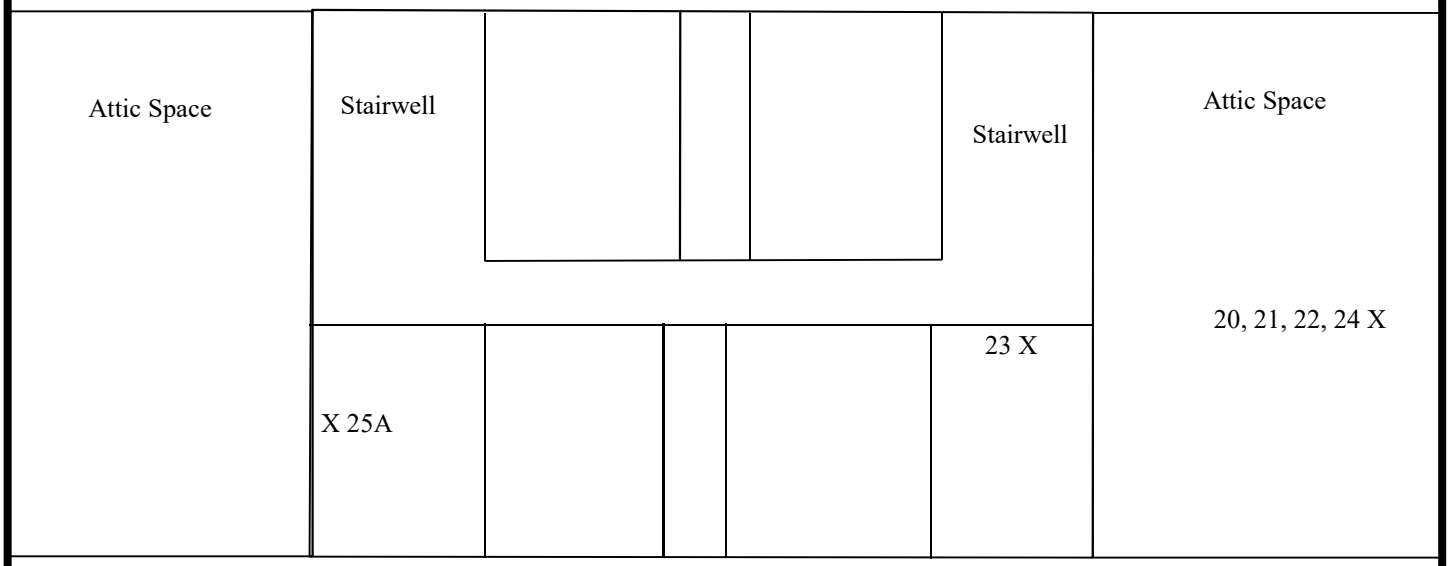
PROJECT NO: 204BS04414

DESIGNED BY: Atlas	SCALE: NTS	REVIEWED BY: EM
DRAWN BY: EM	DATE: 1/12/2022	FILE: SiteMap.PPT

SITE MAP

Medical Center
Second Floor

1251 224th St.
Woodward, IA 50276



Legend

X = Non-ACM Sample Locations

X = ACM Sample Locations

ATLAS

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

PROJECT NO: 204BS04414

DESIGNED BY: Atlas	SCALE: NTS	REVIEWED BY: EM
DRAWN BY: EM	DATE: 1/12/2022	FILE: SiteMap.PPT

SITE MAP

Medical Center
3rd Floor

1251 224th St.
Woodward, IA 50276

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LIMITED NESHAP PRE-RENOVATION ASBESTOS AND LEAD-BASED PAINT SURVEY

PREPARED FOR:

State of Iowa
Department of Administrative Services

and

Story Construction
2810 Wakefield Circle,
Ames, Iowa 50010

PROJECT LOCATION:

Woodward Resource Center
1251 334th Street
Woodward, Iowa 50276

Project Date(s): November 18, 2022

Report Date: December 7, 2022

Atlas Project ID: 204BS05194

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

December 7, 2022

Jennifer Kleene
State of Iowa –
Department of Administrative Services
Jennifer.kleene@iowa.gov
515-725-0454

Story Construction
Sam Vorrie
Senior Project Manager
2810 Wakefield Circle
Ames, Iowa 50010
sam.vorrie@storycon.com

Re: NESHAP Pre-Renovation Asbestos and Lead-Based Paint Survey
Woodward Medical Resource Center
1251 334th Street
Woodward, Iowa 50276
Atlas Project Number: 204BS05194

Atlas is pleased to submit the attached NESHAP Pre-Renovation Asbestos and Lead-Based Paint Survey conducted at the above-referenced site. This report includes procedures, methodologies and analytical laboratory results.

Atlas appreciates the opportunity to perform these services for the State of Iowa 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



Doug Sayer
Project Manager
(515) 981-4528

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

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

1.0 SCOPE OF SERVICES **1**

2.0 GENERAL SITE CONDITIONS **1**

3.0 ASBESTOS SURVEY REPORT **1**
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- 3.2 Homogeneous Areas 2
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- 3.4 Suspect Asbestos-Containing Materials 3
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5.0 CONCLUSIONS AND RECOMMENDATIONS **6**

6.0 ASSUMPTIONS AND LIMITATIONS **6**

APPENDICES

APPENDIX A LABORATORY ANALYTICAL REPORT

APPENDIX B INSPECTOR ACCREDITATIONS

APPENDIX C PHOTO LOGS

APPENDIX D SITE MAP

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

Woodward Resource Center
1251 334th Street
Woodward, Iowa 50276
Atlas Project Number: 204BS05194

1.0 SCOPE OF SERVICES

The purpose of this project was to perform a Limited NESHAP Pre-Renovation Asbestos and Lead-Based Paint Survey at the above-referenced property.

Atlas provided a representative asbestos survey at the identified building in accordance with the referenced agreement and as outlined below:

1. Review any existing asbestos and lead reports for the building, if available.
2. Survey the site building(s).
3. Identify accessible suspect asbestos containing materials (ACM) in accordance with the USEPA National Emission Standard for Hazardous Air Pollutants (NESHAP), (ref.: 40 CFR, Part 61).
4. Screen for lead-based paint located on the interior and exterior surfaces of the structure.
5. Collect and analyze bulk samples of suspect asbestos containing materials (ACM).
6. Collect and analyze paint chip samples of suspect lead paint material.
7. Quantify any asbestos and lead containing materials and record location.

2.0 GENERAL SITE CONDITIONS

The survey was conducted at 1251 334th Street, Woodward Resource Center, Woodward, Iowa. The survey area was limited to Room 809B, Room B09, and the floors/ceilings of where the future sprinkler system is anticipated to be in the Medical Building on the Woodward Resource Center property.

3.0 ASBESTOS SURVEY REPORT

On November 18th, 2022, the Woodward Medical Center located at 1251 334th St, 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 an inspector at a state approved training provider under TSCA Title II. Mr. Brown's Iowa Inspector number is 22-7943.

The site was visually inspected for the presence of only the building materials that make up

the interior of the Woodward Medical Resource building and associated areas as 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 site; **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%. According to Iowa OSHA, ACM is any material found to contain asbestos, regardless of its concentration, and shall be regulated as hazardous waste. 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 twenty-one (21) sampled accessible building materials suspected of containing asbestos:

TABLE 1A: SUSPECT BUILDING MATERIALS

MATERIAL	LOCATION	SAMPLE NUMBER
9"X9" VFT Beige	Basement Room B09	WRC-1
VFT Mastic Black	Basement Room B09	WRC-2
Insulation	Basement Room B09	WRC-3
Fireproof Caulk Red	Basement	WRC-4
Black Cove Base 4"	Basement	WRC-5
Brown Cove Base Mastic	Basement	WRC-6
Terrazzo	First Floor	WRC-7
Plaster	First Floor	WRC-8
Skim Coat	First Floor	WRC-9
2'X4' Ceiling Tile	First Floor	WRC-10
1'X1' Ceiling Tile	First Floor	WRC-11
Ceiling Pucks Brown	First Floor	WRC-12
Decorative Plaster	First Floor	WRC-13
Terrazzo	Second Floor	WRC-14
2'X4' Ceiling Tile	Second Floor	WRC-15
Plaster	Second Floor	WRC-16

TABLE 1A: SUSPECT BUILDING MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Skim Coat	Second Floor	WRC-17
Textured Paint	Third Floor	WRC-18
Pyrobar	Third Floor	WRC-19
Brick Mortar	Third Floor	WRC-20
Terrazzo	Third Floor	WRC-21

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

TABLE 2: ASBESTOS-CONTAINING MATERIALS				
MATERIAL	**LOCATION**	**SAMPLE NUMBER**	**APPROX. QUANTITY**	**ASBESTOS CONTENT**
9"X9" VFT	Basement – Room B09	WRC-1	450 SQFT	5% Chrysotile
Cove Base Mastic	Basement	WRC-6	100 LF	3% Chrysotile
Brown Ceiling Pucks	First Floor	WRC-12	120 SQFT	3% Chrysotile
SQFT = Square Feet, LF = Linear Feet MF = Mechanical Fittings				

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.

Details of sample analysis are included in Appendix A, which contains a listing of all analyzed samples, sample locations, and analytical results relating to the site. Asbestos analytical results are reported as percentage and type. Other common non-asbestos components may also be noted in the analytical report.

4.0 LEAD-BASED PAINT INSPECTION

On November 18, 2022, the site located at Woodward Medical Resource Center 1251 334th Street in Woodward, Iowa was inspected for lead-based paint materials by inspector Eric Brown of Atlas.

4.1 Assessment

A inspector for Atlas conducted a lead paint screening of the buildings. Survey criteria included the inspection and sampling of painted surfaces on the interior and exterior of the building(s) based on the inspector's judgment. The intent of the lead survey was to screen the building for lead content in paint and was not intended to be comprehensive.

4.2 Sampling Methods and Laboratory Analytical Results

Four paint chip samples for lead were collected from surfaces coated with suspect lead-based paint. All samples were analyzed for total lead in accordance with the United States Environmental Protection Agency (USEPA) approved method, SW846-7420 utilizing flame atomic absorption (AA). **None of the samples analyzed contained lead greater than the EPA action level of 5,000 ppm (lead containing paint).** Results of the remaining samples indicated the presence of lead in the paint at levels below the EPA action level. The following Table 3 represents the building components sampled for lead-based paint:

TABLE 3: LEAD IN PAINT - SAMPLED MATERIALS

MATERIAL	LOCATION	SAMPLE NUMBER	LEAD (ppm)
White Paint on Celling	Basement	PC WRC-1	480
White Paint on Celling	First Floor	PC WRC-2	3,200
White Paint on Ceiling	Second Floor	PC WRC-3	770
White Paint on Ceiling	Third Floor	PC WRC-4	98

The lead paint samples were analyzed by EMSL using the Flame Atomic Absorption EPA method SW846-7420. Any paint sample that contains greater than 5,000 ppm lead is considered lead-based paint and must be handled according to Occupational Safety and Health Administration (OSHA), EPA and all applicable state and local rules and regulations.

None of the paint chip sampled exceeded the threshold of 5,000 ppm of lead. All paint chips were above the laboratory recording limit; however, do not exceed the EPA threshold of 5,000 ppm of lead. The Occupational Safety and Health Administration (OSHA) states "where lead is present" the paint or coating must be addressed as Lead-Containing Paint that could become an exposure hazard to workers who disturb these coated surfaces during

demolition or renovation activities as detailed in 29 CFR 1926.62. Lead-Containing Paint is present at the site

Details of sample analysis are included in Appendix A, which contains a listing of all analyzed samples, sample locations, and analytical results for the building. Results are reported in weight by volume.

5.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are summarized as follows:

- Asbestos was detected in the 9"X9" Beige Vinyl Floor Tile, Brown Cove Base Mastic, Brown Ceiling Pucks, from the Woodward Medical Building located at Woodward Resource center in Woodward, Iowa. Based on the results of the data collected during the assessment, the building will require further action prior to renovation.
- Lead-based paint was not identified in any of the paint chip sampled.
- Lead-containing paint was identified in all four paint chip samples.

6.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the November 18th, 2022, Atlas inspection of the Woodward Medical Center at the Woodward Resource at 1251 334th Street Woodward, Iowa.

Atlas did not perform destructive sampling -- thus, any materials that could not be visually identified on the surface were not inspected and would not be noted in this report. Atlas's selection of sample locations and frequency of sampling was based on the inspector's assumption that like materials in the same area are homogeneous in content.

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

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

This report is intended for the sole use of the State of Iowa 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

LABORATORY ANALYTICAL REPORT

EMSL Analytical, Inc.
200 Route 130 North, Cinnaminson, NJ 08077
Phone/Fax: (856) 303-2500 / (856) 786-5974
http://www.EMSL.com cinnaminsonleadlab@emsl.com

EMSL Order:	202210103
CustomerID:	ATC55
CustomerPO:	204B505194
ProjectID:	

Attn: **Doug Sayer**
Atlas Technical
11117 Mockingbird Drive
Omaha, NE 68137

Phone:	(402) 697-9747
Fax:	(402) 597-8532
Received:	11/21/2022 11:00 AM
Collected:	11/18/2022

Project: **204B505194/Woodward**

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

Client SampleDescription	Collected	Analyzed	Weight	RDL	Lead Concentration
PC WRC-1	11/18/2022	11/22/2022	0.2669 g	0.0080 % wt	0.048 % wt
202210103-0001	Site: Basement				
PC WRC-2	11/18/2022	11/22/2022	0.2819 g	0.0080 % wt	0.32 % wt
202210103-0002	Site: 1st Floor				
PC WRC-3	11/18/2022	11/22/2022	0.2630 g	0.0080 % wt	0.077 % wt
202210103-0003	Site: 2nd Floor				
PC WRC-4	11/18/2022	11/22/2022	0.2591 g	0.0080 % wt	0.0098 % wt
202210103-0004	Site: 3rd Floor				

The QC sample duplicate RPD result for Lead associated with sample -0004 was outside of the method control limits.

Owen Mckenna, Lead Laboratory Director
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. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA LAP, LLC-ELLAP Accredited #100194, A2LA Accredited - Certificate #2845.01

Initial report from 11/28/2022 18:29:46

OrderID: 202210103

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Lead Chain of Custody

EMSL Order Number / Lab Use Only: 202210103

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:	ATC55	Billing ID:	ATC55
Company Name:	Atlas Technical Consultants LLC	Company Name:	Atlas Technical Consultants LLC
Contact Name:	~~Eric Mueggenberg~~ Doug Sayer	Billing Contact:	Sally Schmitz
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:	
Phone:	~~515-689-3216~~ 818-264-5642	Phone:	515-689-3216
Email(s) for Report:	~~Eric.Mueggenberg@oneatlas.com~~ Doug.Sayer@oneatlas.com	Email(s) for Invoice:	~~sally.schmitz~~@oneatlas.com susan.becker

Project Information

Project Name/No: 204BS05194 / Woodward

Purchase Order: 204BS05194

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: 4

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
1.	PC WRC-1	BASEMENT		11/18/22
2.	PC WRC-2	1ST FLOOR		↓
3.	PC WRC-3	2ND FLOOR		↓
4.	PC WRC-4	3RD FLOOR		↓

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Eric Brown	Date/Time: 11/18/22 14:30	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time: 11/21/22 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

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:	042229151
Customer ID:	ATC55
Customer PO:	204BS05194
Project ID:	

Attention:	Doug Sayer	**Phone:**	(402) 697-9747
	Atlas Technical	**Fax:**	(402) 597-8532
	11117 Mockingbird Drive	**Received Date:**	11/21/2022 9:10 AM
	Omaha, NE 68137	**Analysis Date:**	11/28/2022 - 11/29/2022
		Collected Date:	11/18/2022

Project: Woodward Resource Center / 204BS05194

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
WRC-1 *042229151-0001*	Basement - Room B09 - 9"x9" Beige Vinyl Floor Tile	Beige Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
WRC-2 *042229151-0002*	Basement - Room B09 - Vinyl Floor Tile Black Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-3 *042229151-0003*	Basement - Room B09 - Insulation	Gray Fibrous Homogeneous	60% Min. Wool	40% Non-fibrous (Other)	None Detected
WRC-4 *042229151-0004*	Basement - Red Fireproof Caulk	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-5 *042229151-0005*	Basement - Black 4" Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-6 *042229151-0006*	Basement - Brown Cove Base Mastic	Brown Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
WRC-7 *042229151-0007*	1st Floor - Terrazzo	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-8 *042229151-0008*	1st Floor - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-9 *042229151-0009*	1st Floor - Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-10 *042229151-0010*	1st Floor - 2'x4' Ceiling Tile	Gray/White Fibrous Homogeneous	50% Cellulose 25% Min. Wool	25% Non-fibrous (Other)	None Detected
WRC-11 *042229151-0011*	1st Floor - 1'x1' Ceiling Tile	White/Yellow Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
WRC-12 *042229151-0012*	1st Floor - Brown Ceiling Pucks	Brown Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
WRC-13 *042229151-0013*	1st Floor - Decorative Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-14 *042229151-0014*	2nd Floor - Terrazzo	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-15 *042229151-0015*	2nd Floor - 2"x4" Ceiling Tile	Gray/White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
WRC-16 *042229151-0016*	2nd Floor - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 11/29/2022 13:51:55

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:	042229151
Customer ID:	ATC55
Customer PO:	204BS05194
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
WRC-17 *042229151-0017*	2nd Floor - Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-18 *042229151-0018*	3rd Floor - Textured Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-19 *042229151-0019*	3rd Floor - Pyrobar	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC-20 *042229151-0020*	3rd Floor - Brick Mortar	Gray Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
WRC-21 *042229151-0021*	3rd Floor - Terrazzo	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Andrea Doughty (4)
Christopher Ratcliffe (17)

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: 11/29/2022 13:51:55

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL ANALYTICAL, INC.
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EMSL Order Number / Lab Use Only

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:	Doug Sayer
Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha NE 68137 Country: US
Phone:	402-697-9747
Email(s) for Report:	Doug.Sayer@oneatlas.com

Billing Information

Billing ID:	
Company Name:	Atlas Technical
Billing Contact:	Susan Becker
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:	WOODWARD RESOURCE CENTER 204B505194
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)
WRC-1	9"x9" VFT BEIGE BASEMENT ROOM B09		11/18/22
WRC-2	VFT MASTIC BLACK BASEMENT ROOM B09		
WRC-3	INSULATION BASEMENT ROOM B09		
WRC-4	FIRE PROOF CAULK RED BASEMENT		
WRC-5	BLACK COVE BASE 4" BASEMENT		
WRC-6	BROWN COVE BASE MASTIC BASEMENT		
WRC-7	TERRAZZO 1ST FLOOR		
WRC-8	PLASTER 1ST FLOOR		V

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

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

☐ 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.

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number *(Lab Use Only)*:

PHONE:
FAX:

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

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
WRC-9	SKIM COAT 1ST FLOOR		11/18/22
WRC-10	2'x4' CEILING TILE 1ST FLOOR		
WRC-11	1'x1' CEILING TILE 1ST FLOOR		
WRC-12	CEILING TILE PUCKS BROWN 1ST FLOOR		
WRC-13	DECORATIVE PLASTER 1ST FLOOR		
WRC-14	TERRAZZO 2ND FLOOR		
WRC-15	2'x4' CEILING TILE 2ND FLOOR		
WRC-16	PLASTER 2ND FLOOR		
WRC-17	SKIM COAT 2ND FLOOR		
WRC-18	TEXTURED PAINT 3RD FLOOR		
WRC-19	PYROBAR 3RD FLOOR		
WRC-20	BRICK MORTAR 3RD FLOOR		
WRC-21	TERRAZZO 3RD FLOOR		

*Comments/Special Instructions:

Controlled Document – Asbestos COC – R10 – 05/09/2016

APPENDIX B

INSPECTOR ACCREDITATIONS

ERIC BROWN

DOB: 05-07-1970

Issued: 03-01-2022



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	22-7943	02-09-2023

DIVISION OF IOWA LABOR

Asbestos

Rod A. Roberts

Rod A. Roberts
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

Todd Brown

Instructor

Course Date:	**02/09/2022**
Examination Date:	**02/09/2022**
Expiration Date:	**02/09/2023**
Certificate #	**MTITB9354 IR**
Course Length	**4 Hours**

APPENDIX C

PHOTO LOGS



View of the Woodward Medical Center	1



View of Beige 9″ x 9″ Vinyl Floor Tile (WRC-1, 5% Chrysotile)	2

Photograph Log Woodward Medical Center 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS05194



View of Brown Cove Base Mastic (WRC-6, 3% Chrysotile)

3



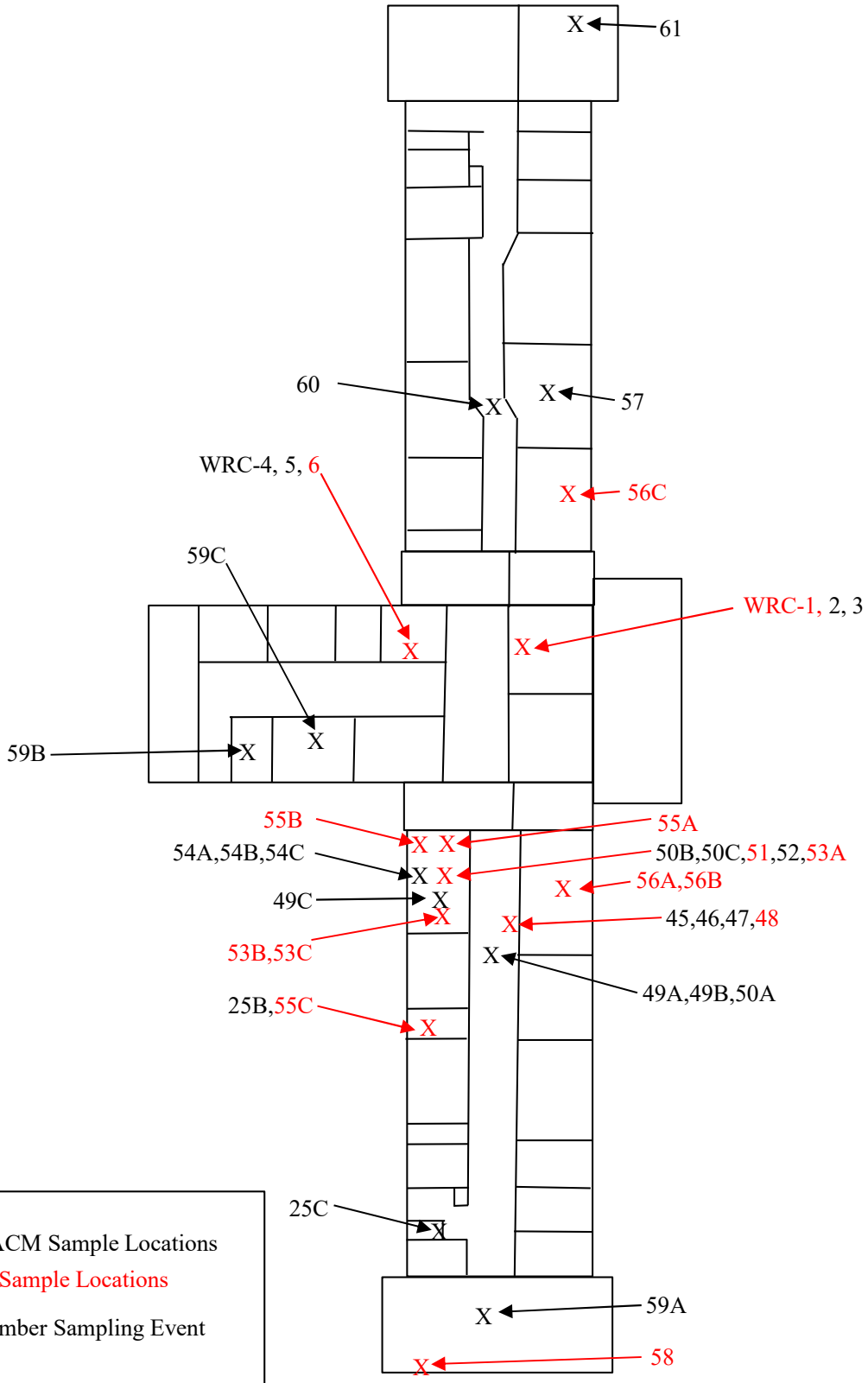
View of Brown Ceiling Pucks (WRC-12, 3% Chrysotile)

4

Photograph Log Woodward Medical Center 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS05194

APPENDIX D

SITE MAP



Legend

X = Non-ACM Sample Locations

X = ACM Sample Locations

WRC = November Sampling Event

ATLAS

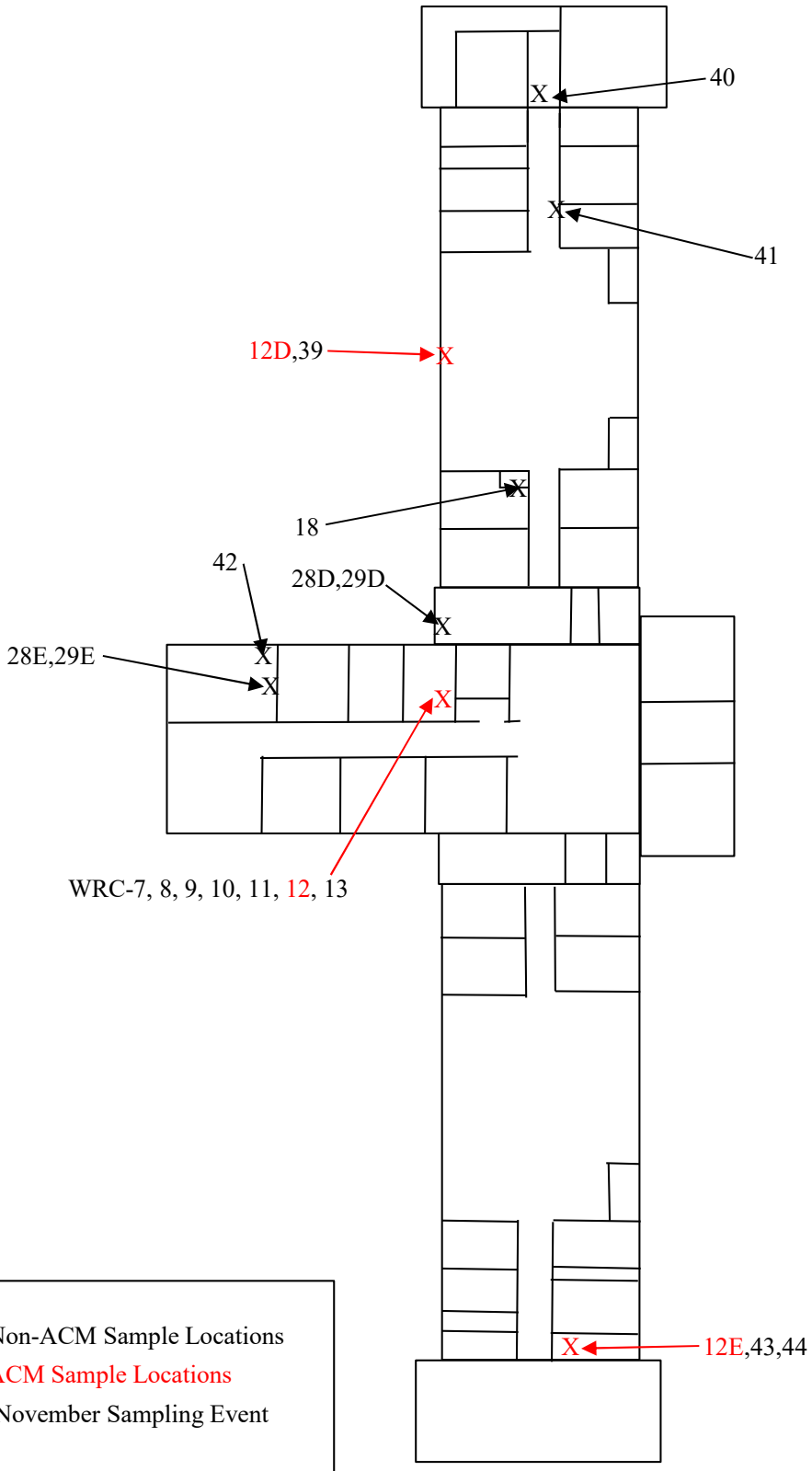
4503 E 50th Street, Suite 800
Des Moines, IA 50317

PROJECT NO: 204BS05174		
DESIGNED BY: Atlas	SCALE: NTS	REVIEWED BY: EM
DRAWN BY: EM	DATE: 12/7/2022	FILE: SiteMap.PPT

SITE MAP

Medical Center
Basement

1251 224th St.
Woodward, IA 50276



Legend

X = Non-ACM Sample Locations

X = ACM Sample Locations

WRC = November Sampling Event

ATLAS

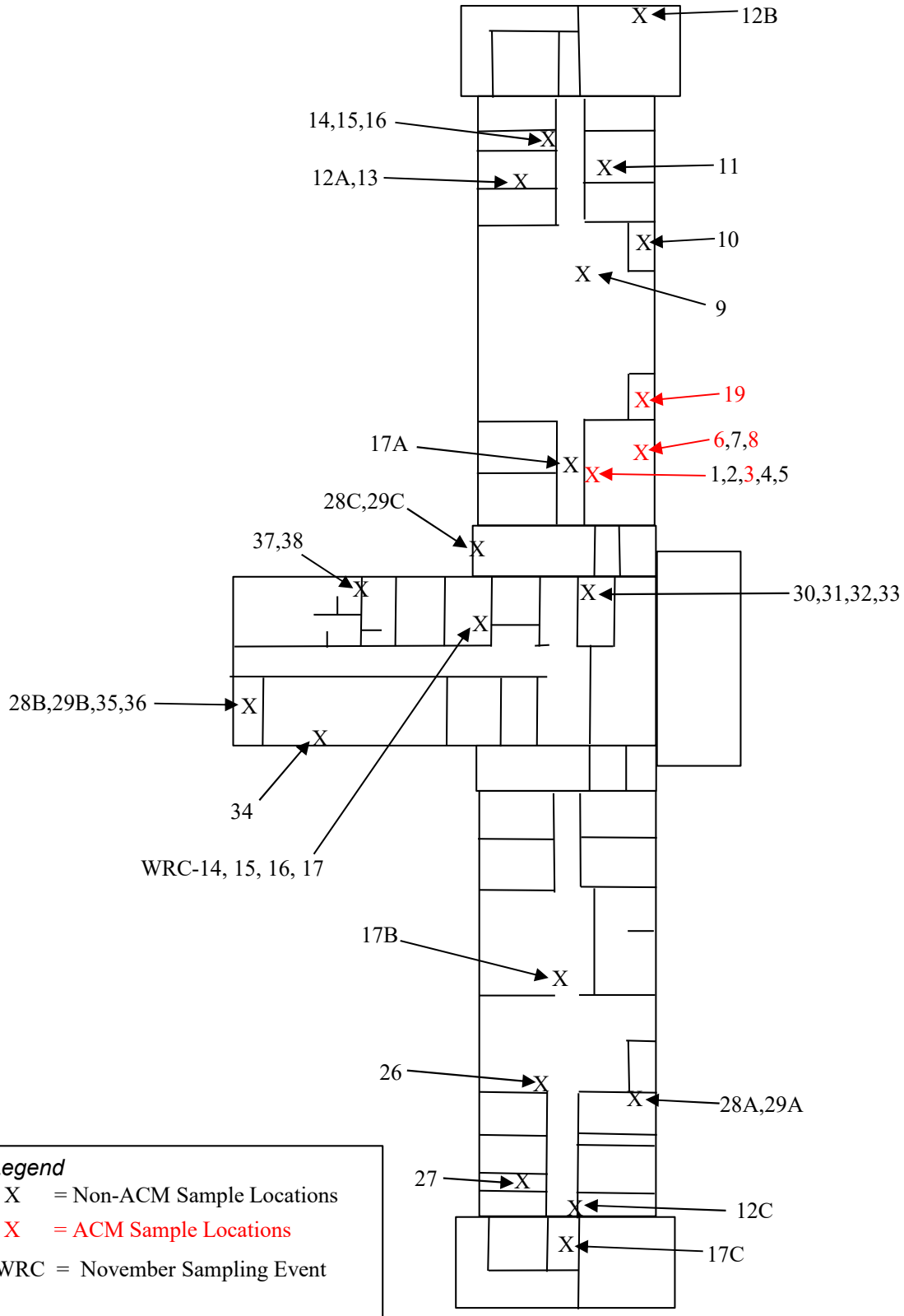
4503 E 50th Street, Suite 800
Des Moines, IA 50317

SITE MAP

Medical Center
First Floor

1251 224th St.
Woodward, IA 50276

PROJECT NO: 204BS05194		
DESIGNED BY: Atlas	SCALE: NTS	REVIEWED BY: EM
DRAWN BY: EM	DATE: 12/7/2022	FILE: SiteMap.PPT



Legend

X = Non-ACM Sample Locations

X = ACM Sample Locations

WRC = November Sampling Event

ATLAS

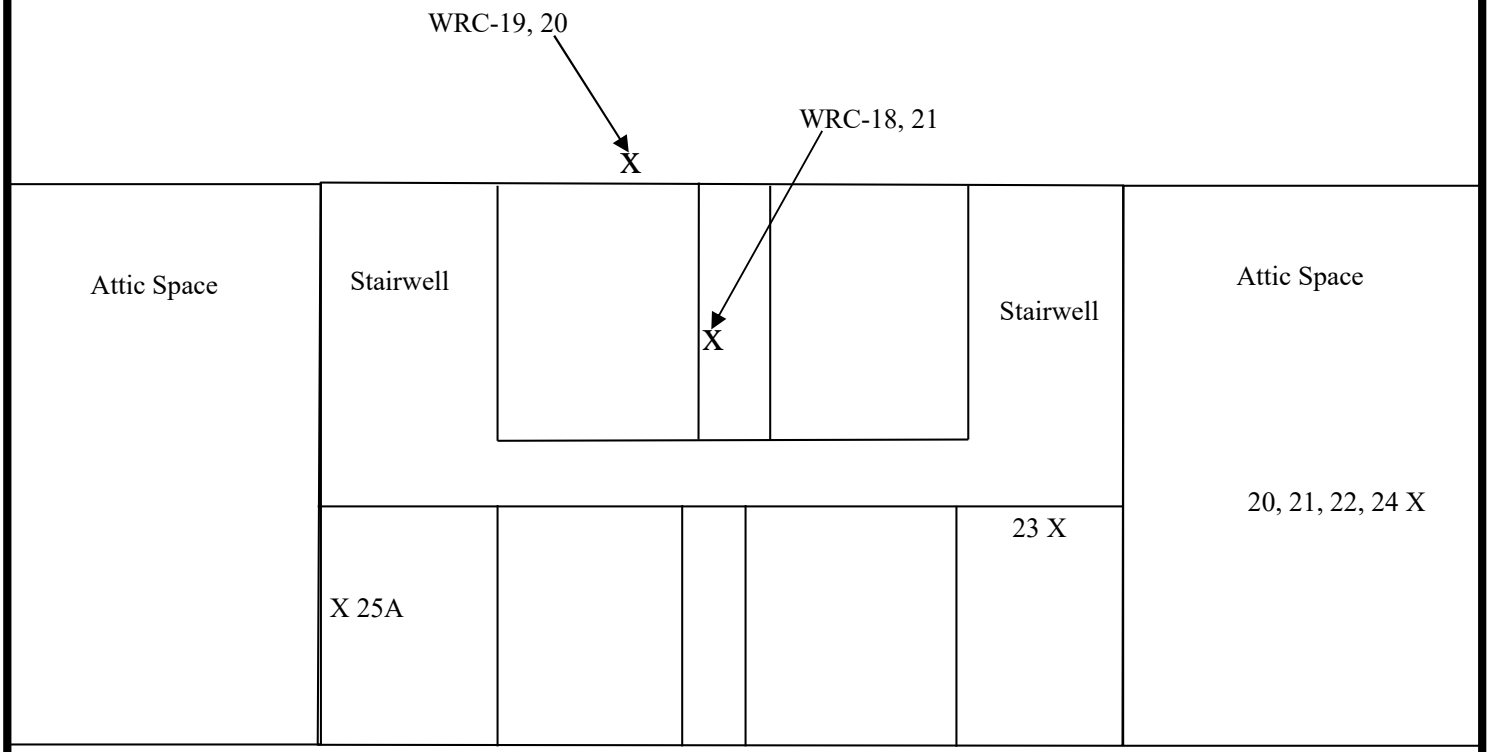
4503 E 50th Street, Suite 800
Des Moines, IA 50317

PROJECT NO: 204BS05194		
DESIGNED BY: Atlas	SCALE: NTS	REVIEWED BY: EM
DRAWN BY: EM	DATE: 12/7/2022	FILE: SiteMap.PPT

SITE MAP

Medical Center
Second Floor

1251 224th St.
Woodward, IA 50276



Legend

X = Non-ACM Sample Locations

X = ACM Sample Locations

WRC = November Sampling Event

ATLAS
4503 E 50th Street, Suite 800
Des Moines, IA 50317

PROJECT NO: 204BS05194		
DESIGNED BY: Atlas	SCALE: NTS	REVIEWED BY: EM
DRAWN BY: EM	DATE: 12/7/2022	FILE: SiteMap.PPT

SITE MAP

Medical Center
3rd Floor

1251 224th St.
Woodward, IA 50276

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Limited Asbestos Testing Report

PREPARED FOR:

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

PROJECT LOCATION:

Medical Center – Window Replacement Project
Woodward Resource Center
Woodward, Iowa

Project Date: May 17, 2023

Report Date: June 5, 2023

Atlas Project ID: 204BS05754

PREPARED BY:

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

June 5, 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 Testing Report**
Woodward Resource Center
Window Replacement Project – Medical Center
Woodward, Iowa
Atlas Project No.: 204BS05754

Dear Ms. Kleene:

Atlas Technical Consultants (Atlas) is pleased to submit this report for the results of the limited asbestos testing conducted on May 17, 2023 at the Medical Center at the Woodward Resource Center, Woodward, Iowa. The testing was conducted to identify the possible presence of asbestos containing caulking that may be impacted by planned window replacement activities at the Medical Center.

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 window replacement activities. The inspection was limited to accessible exterior window surfaces at the Medical Center.

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 three-(3) bulk samples of suspect exterior window caulking 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
WRC-MC-1	Exterior Window Caulking (White)	Main Floor – North Side of Building	5% Chrysotile Asbestos	Exterior Windows Throughout
WRC-MC-2	Exterior Window Caulking (White)	Main Floor – South Side of Building	ND	
WRC-MC-2	Exterior Window Caulking (White)	Main Floor – East Side of Building	5% Chrysotile Asbestos	

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 May 17, 2023 inspection, asbestos was identified in 2 of the 3 white exterior window caulking samples collected. Atlas was unable to distinguish between the non-asbestos and asbestos containing window caulking materials, therefore all of the white exterior window caulking should be considered asbestos containing and handled accordingly.

3.0 Limitations

Atlas' survey was limited to the observation, minimal destructive sampling and analysis of suspect ACMs associated with windows to be impacted by planned window replacement 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:



Allison Williams, CIE, OHST
Industrial Hygienist
IA Asbestos Inspector # (22-8469)
IA Lead Inspector # (LEAD-INSP10162)

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

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

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:	042311944
Customer ID:	ATC55
Customer PO:	
Project ID:	

Attention:	Doug Sayer	**Phone:**	(402) 697-9747
	Atlas Technical	**Fax:**	(402) 597-8532
	11117 Mockingbird Drive	**Received Date:**	05/18/2023 9:30 AM
	Omaha, NE 68137	**Analysis Date:**	05/20/2023
		Collected Date:	05/17/2023

Project: Woodward Resource Center Medical Center / 204BS05754

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**
WRC MC-1 *042311944-0001*	Window Caulk N	Gray/White Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
WRC MC-2 *042311944-0002*	Window Caulk S	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WRC MC-3 *042311944-0003*	Window Caulk E	Gray/White Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile

Analyst(s)

Andrew Borsos (2)
Quynh Vu (1)

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: 05/20/2023 15:44:41

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

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:	Doug Sayer
Street Address:	11117 Mockingbird Drive
City, State, Zip:	Omaha NE 68137 Country: US
Phone:	402-697-9747
Email(s) for Report:	Eric.I.Brown@oneatlas.com

Billing Information

Billing ID:	
Company Name:	Atlas Technical
Billing Contact:	Susan Becker
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:	WOODWARD RESOURCE CENTER MEDICAL CENTER 20483505754	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	3	

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)
WRC MC-1	WINDOW CAULK N		5/17/23
WRC MC-2	WINDOW CAULK S		5/17/23
WRC MC-3	WINDOW CAULK E		5/17/23

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: 5/17/23	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time

☐ 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.

Lead Chain of Custody

EMSL Order Number / Lab Use Only

EMSL ANALYTICAL, INC.
TESTING LABS • PRODUCTS • TRAINING

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077

PHONE: (800) 220-3675
EMAIL: CinnaminsonLeadLab@emsl.com

Customer Information		Billing Information	
Customer ID:		Billing ID:	ATC 55
Company Name:	Atlas Technical	Company Name:	Atlas Technical
Contact Name:	Doug Sayer	Billing Contact:	Susan Becker
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:	818-264-5642	Phone:	402-697-9747
Email(s) for Report:	doug.sayer@oneatlas.com	Email(s) for Invoice:	susan.becker@oneatlas.com

Project Information

Project Name/No:	WOODWARD RESOURCE CENTER WESTWOOD BUILDING 2043505754	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	4		

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 *Reporting Limit based on a minimum 0.25g sample weight. **Not appropriate for Ceramic Tiles - XRF is recommended	SW 846-7000B	Flame Atomic Absorption	0.008% (80ppm)	☒
	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 *If no box is checked, non-ASTM Wipe is assumed	SW 846-7000B	Flame Atomic Absorption	10µg/wipe	☐
	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 WRC WWB 1	BASEMENT 806 WHITE		5/17/23
PC WRC WWB 2	ROOM 106 WHITE		5/17/23
PC WRC WWB 3	HALL 105 Lt. BLUE		5/17/23
PC WRC WWB 4	ROOM 102 YELLOW/WHITE		5/17/23

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Eric Brown	Date/Time: 5/17/23	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - COC-25 Lead R17 05/09/2022

*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.

APPENDIX C

PHOTO LOG



View of the front of Woodward Medical Center facing north.	**1**



Asbestos window caulking on north side of building. Sample #WRC-MC-1.	**2**

Photograph Log Woodward Medical Center Windows 1251 334th Street Woodward, Iowa	**Atlas Technical Consultants, LLC** 4503 East 50th Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS05754



Exterior window caulking on south side of building. Asbestos sample #WRC-MC-2.	**3**



Asbestos window caulking sample location on east side of building. Sample #WRC-MC-3.	**4**

SECTION 00 3143

PERMIT APPLICATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PERMIT APPLICATION INFORMATION

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

1.03 LICENSES, PERMITS, AND RELATED INSPECTIONS

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

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SECTION 00 4116

BID FORM

The Bid Form must be submitted online through the State's IMPACS Electronic Procurement System.

RFB #934500-01

BID FORM for CONSTRUCTION CONTRACT
for
Woodward Resource Center
1251 334th Street, Woodward Iowa 50276
Project 9345.00

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

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

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

Authorized Representative:
The undersigned Bidder, in response to your Request for Bid for construction of the above project, having examined the Drawings, Specifications, and other Bidding Documents dated September 19, 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.

BID PACKAGES:

BP 01

Description: Demolition and Abatement

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

_____

_____ Dollars

($_____).

BP 02

Description: Window Replacement

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

_____

_____ Dollars

($_____).

ALTERNATES:

BP 01 ALT 01

Description: Painting Steel Lintels

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

_____

_____ Dollars

($_____).

BP 01 ALT 02

Description: Temporary Openings Infill

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

_____

_____ Dollars

($_____).

BP 01 ALT 03

Description: Painting Steel Sills

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

_____

_____ Dollars

($_____).

BP 02 ALT 01

Description: Painting Steel Lintels

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

_____

_____ Dollars

($_____).

BP 02 ALT 03

Description: Paint Steel Sills

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

_____

_____ Dollars

($_____).

UNIT PRICES:

BP 01 UNIT 01

Description: Additional Plaster Patching Repairs (Unit pricing based off a 4” x 3’-0” quantity)

_____

_____ Dollars

($_____).

BP 02 UNIT 01

Description: Additional Plaster Patching Repairs (Unit pricing based off a 4” x 3’-0” quantity)

_____

_____ Dollars

($_____).

Bidder hereby certifies that:

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

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

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

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

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

☐ Resident Bidder

Name of Resident Bidder: _____

By: _____
Authorized Agent and Signatory of Resident Bidder

OR:

☐ Nonresident Bidder

Name of Nonresident Bidder: _____

Name of State or Foreign Country of Nonresident Bidder: _____

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

_____
_____
_____

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

By: _____
Authorized Agent and Signatory of Nonresident Bidder

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

Legal Name of Firm: _____

Date: _____

Signature of Bidder: _____

Title: _____

Typed Name of Signatory: _____

Email: _____

Business Address:

_____
_____
_____

Telephone Number: _____ Fax Number: _____

Federal Tax Identification Number: _____

Iowa Contractor Registration Number: _____

Bidder Safety Manager Name:_____

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

END OF SECTION

SECTION 00 4116.01

NON-DISCRIMINATION CLAUSE

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

PART 1 - GENERAL

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

1.01 NONDISCRIMINATION CLAUSE

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

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

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

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

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

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

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

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 4116.02

TARGETED SMALL BUSINESS INFORMATION

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

PART 1 - GENERAL

1.01 TARGETED SMALL BUSINESS INFORMATION

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

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

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

(to be completed by bidder)

You are requested to provide the information on this form showing your targeted Small Business enterprises 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

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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

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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,

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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: _____

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Print Title: _____

Witness: .....

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

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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 #: 9345.00
C. Owner: State of Iowa, Department of Administrative Services, Hoover State Office Building, Level 3, 1305 East Walnut Street, Des Moines, IA 50319
D. Owner's Representative: Jennifer Kleene, Iowa Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319
E. Construction Manager: Darren Milliken, Story Construction, 2810 Wakefield Circle, Ames, Iowa 50010

1.03 PROJECT SUMMARY

A. The project includes Replacing the windows on the north side of the Medical Center.
B. Target date to provide substantial completion is August 30, 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 the bid. This would include, but not be limited to, temporary facilities, protection of the work, security of equipment, materials, and work in progress, etc. Contractor's Work shall be performed in accordance with the Drawings, Specification Divisions 00 and 01, and Specification sections applicable to each Contractor's scope.
   2. Contractor is responsible for all labor and equipment to unload, account for all material delivered, stock, and delivery for this scope of work. Storage and delivery of materials and equipment at the Site shall be permitted only to the extent approved in advance by the Construction Manager, and if anything so stored obstructs the progress of any portion of the work, it shall be promptly removed or relocated by the Contractor without reimbursement.
   3. On site supervision by Prime Contractor at all times work by that contractor or their subcontractors/suppliers is taking place.

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

1.05 WORK HOUR RESTRICTIONS

A. Work hours are not limited at the Medical Center except when working in the pharmacy rooms. Please provide the facility with one week notice before performing any work at the pharmacy, and one of two people at the facility will need to be present during work.

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 throughout construction.
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. Maintain control of all tools, supplies, and debris at all times during the work.
J. 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.
K. Do not give anything to residents or take anything from residents; if they offer, inform your supervisor.
L. 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.
M. 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.
N. During an emergency, follow the instructions of the security staff.
O. Ladders and scaffolding must be taken down when not in use and at the end of each shift. Fuel cans are always to be secured.

1.09 BID PACKAGE INSTRUCTIONS

A. **Bid Package #01** – Demolition and Abatement: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Specifications:
      1. Division 00 – Procurement and Contracting Requirements
      2. Division 01 – General Requirements
      3. Division 02 – Existing Conditions
         1) Complete.
   2. Includes all drawings titled: HHS WRC Medical Center North Façade Window Replacements dated 09-19-2023.
   3. Clarification: Scope of work includes demolition of windows and abatement of hazardous materials

B. **BP #01 Alternate #01** – Painting of Lintel Sills
   1. Includes scraping lead-based paints and priming of 65 steel lintels in masonry openings where windows are being replaced. Assume a 3 inch exposure of steel lintel in existing masonry openings.
   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.

C. **BP #01 Alternate #02** – Temporary Openings Infill
   1. All labor and materials associated with installing temporary opening infills prior to window installation.
   2. Specifications
      1. Division 06 – Wood, Plastics, and Composites
         1) Section: 06 1053 Miscellaneous Rough Carpentry
            a) Framing for temporary openings
         2) Section: 06 1600 Sheathing
            a) Sheathing for temporary openings
   3. If project sequencing and proposed schedule does not allow for windows to be installed behind window abatement contractor, the window openings will require temporary infill. Price to include 2x4 perimeter framing and ½" thick exterior plywood for all windows that will be removed.
   4. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   5. 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.
   6. Execute accepted alternates under the same conditions as other work of the Contract.

D. **BP #01 Alternate #03** – Painting Steel Sills: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. All work associated with abatement/lead removal at the existing interior steel sill plates at window radiator locations. The scope includes scraping and priming of 34 steel sill plates. Assume a 10 inch exposure between the inside face of the new windows and the interior storm screens.
   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.

E. **BP #01 Unit Price #01** – Additional Plaster Patching Repairs: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Specifications
      1. Division 02 – Existing Conditions
   2. The lineal foot cost to remove existing any loose or water damaged plaster on the head, sills, or jambs beyond the 1" wide repair included under the base bid condition. Verify extent of plaster repairs with Owner and CM prior to work.
   3. Unit of Measurement: 4 Inches wide by 3 Lineal Feet Long
   4. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   5. 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.

F. **Bid Package #02** – Window Replacement: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Specifications
      1. Division 00 – Procurement and Contracting Requirements
      2. Division 01 – General Requirements
      3. Division 04 – Masonry
         1) Complete.
      4. Division 06 – Woods, Plastics, and Composites
         1) Section: 06 1053 Miscellaneous Rough Carpentry
            a) Blocking for new windows only
      5. Division 07 – Thermal and Moisture Protection
         1) Complete.
      6. Division 08 – Openings
         1) Complete.
      7. Division 09 – Finishes
         1) Complete.
   2. Includes all drawings titled: HHS WRC Medical Center North Façade Window Replacements dated 09-19-2023.
   3. Clarifications: During window installation use plastic barriers to protect rooms from dust. Remove temporary in-fills for window installation and give the wood back to the facility.

G. **BP #02 Alternate #01** – Painting Steel lintels: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Specifications
      1. Division 09 – Finishes
         1) Section: 09 9000 Painting
   2. Includes painting of 65 steel lintels in masonry openings where windows are being replaced. Assume a 3 inch exposure of steel lintel in existing masonry openings.
   3. In addition, clean the joint above the lintels between the brick and steel and apply a bead of sealant.
   4. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   5. 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.
   6. Execute accepted alternates under the same conditions as other work of the Contract.

H. **BP #02 Alternate #03** – Paint Steel Sills: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Specifications
      1. Division 09 – Finishes
         1) Section: 09 9000 Painting
   2. All work associated with painting the existing interior steel sill plates at window radiator locations. The scope includes painting of 34 steel sill plates. Assume a 10 inch exposure between the inside face of the new windows and the interior storm screens.
   3. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   4. 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.
   5. Execute accepted alternates under the same conditions as other work of the Contract.

I. **BP #02 Unit Price #01** – Additional Plaster Patching Repairs: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
   1. Specifications
      1. Division 09 – Finishes
         1) Section: 09 2400 Cement Plastering
         2) Section: 09 9000 Painting
   2. The lineal foot cost to repair scope will be limited to the walls of the interior window opening. Provide new plaster patching compound and paint to match. Provide a 5/8" thick base and top coat plaster veneer as specified in Section 09 2613 Gypsum Veneer Plastering. Verify and match thickness of existing plaster. Verify extent of plaster repairs with Owner and CM prior to work.
   3. Unit of Measurement: 4 Inches wide by 3 Lineal Feet Long
   4. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
   5. 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.

J. **Work Performed by Owner:** WRC Staff 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. Remove existing Air Conditioning Units.

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

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 monthly 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 #

END OF SECTION

SECTION 01 3100.01

WEB BASED CONSTRUCTION MANAGEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 USER ACCESS LIMITATIONS

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

1.03 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

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

1.04 SUBMITTALS

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

1.05 COMPUTER REQUIREMENTS

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

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

B. The Contractor shall be responsible for the validity of their information placed in **Procore** and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, cad drawing applications, and Adobe Portable Document Format (PDF) document distribution program. The Contractor shall utilize the existing forms in **Procore** to the maximum extent possible. If a form does not exist in **Procore** the Contractor must include a form of their own or provided by the Owner representative as an attachment to a submittal. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of **Procore** (outside what is provided by the owner) and the other programs indicated above as needed.

C. User Access Administration: Provide a list of Contractor's key **Procore** personnel for the Owner's Representative acceptance. Contractor is responsible for adding and removing users from the system. The Owners Representative reserves the right to perform a security check on all potential users. The Contractor will be allowed to add additional personnel and sub-contractors to **Procore.**

1.06 CONNECTIVITY PROBLEMS

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

1.07 TRAINING

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

PART 2 - PRODUCTS

2.01 DESCRIPTION

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

PART 3 - EXECUTION

3.01 PROCORE UTILIZATION

A. **Procore** shall be utilized in connection with submittal preparation and information management required by Sections:
   1. PROJECT MANAGEMENT AND COORDINATION
   2. CONSTRUCTION PROGRESS DOCUMENTATION
   3. SUBMITTAL PROCEDURES
   4. QUALITY REQUIREMENTS
   5. Other Division One sections.
   6. Requirements of this section are in addition to requirements of all other sections of the specifications.

B. Design Document Submittals
   1. All design drawings and specifications shall be submitted as cad .dwg files or PDF attachments to the **Procore** submittal work flow process and form.

C. Shop Drawings
   1. Shop drawing and design data documents shall be submitted as cad .dwg files or PDF attachments to the **Procore** submittal work flow process and form. Examples of shop drawings include, but are not limited to:
   2. Standard manufacturer installation drawings.
   3. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
   4. Steel fabrication, piece, and erection drawings.

D. Product Data
   1. Product catalog data and manufacturer's instructions shall be submitted as
   2. PDF attachments to the **Procore** submittal work flow process and form. Examples of product data include, but are not limited to:
   3. Manufacturer's printed literature.
   4. Preprinted product specification data and installation instructions.

E. Samples
   1. Sample submittals shall be physically submitted as specified in Section 01 3300 SUBMITTAL PROCEDURES. Contractor shall enter submittal data information into **Procore** with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:
   2. Product finishes and color selection samples.
   3. Product finishes and color verification samples.
   4. Finish/color boards.
   5. Physical samples of materials.

F. Administrative Submittals
   1. All correspondence and pre-construction submittals shall be submitted using **Procore**. Examples of administrative submittals include, but are not limited to:
   2. Digging permits and notices for excavation.
   3. List of product substitutions
   4. List of contact personnel.
   5. Notices for roadway interruption, work outside regular hours, and utility cut overs.
   6. Requests for Information (RFI).
   7. Construction progress Schedules and associated reports and updates.
      a. Each schedule submittal specified in CONSTRUCTION PROGRESS DOCUMENTATION shall be submitted as a native backed-up file (.PRX or .STX) of the scheduling program being used. The schedule will also be posted as a PDF

file in the format.

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

G. Compliance Submittals

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

H. Record and Closeout Submittals

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

I. Financial Submittals

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

END OF SECTION

SECTION 01 3200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - **GENERAL**

1.01 **SECTION INCLUDES**

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

PART 2 - **PRODUCTS – NOT USED**

PART 3 - **EXECUTION**

3.01 **CONSTRUCTION MANAGER'S MASTER CONSTRUCTION SCHEDULE**

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

3.02 **CONSTRUCTION PROGRESS SCHEDULE**

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

J. Revisions to schedules:
   1. Indicate progress of each activity to date of submittal and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
   3. Prepare narrative report to define problem areas, anticipate delays, and impact on schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

3.03 SUBMITTAL SCHEDULE

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

3.04 DAILY CONSTRUCTION REPORTS

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

3.05 PROGRESS PHOTOGRAPHS

A. Progress photographs will be electronically submitted through Procore.
B. Preconstruction Photographs: Before starting construction, take photographs of project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction manager.
   1. Take additional photographs as required to record existing damage to site, structure, equipment, or finishes.
C. Periodic Construction Photographs: Take photographs at regular intervals. Select vantage points to show status of construction and progress since last photographs were taken.

D. Field Completion Construction Photographs: Take photographs after date of Substantial Completion for submission as project record documents. Construction manager will inform of desired vantage points.

END OF SECTION

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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. 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. Story Construction will provide the following
   1. Provide and maintain required facilities and enclosures. Provide at time of project mobilization. Porta potties will be existing from previous project.
   2. 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. Story Construction will provide access to an existing fenced area with porta potties and room for a conex if the contractor would like to use.

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.

END OF SECTION

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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 02 4119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions of building or structure.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 SUBMITTALS

A. Schedule of Selective Demolition Activities: Submit proposed demolition schedule to CM/Architect for review, discussion, coordination and approval at Pre-Demolition Conference. Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each section of activity.

B. Pre-demolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations.

1.4 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1.5 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Hazardous materials are present in the construction work area. Examine the attached reports to become aware of locations where hazardous materials are present.

1. Hazardous material removal is not a part of this contract. Hazardous materials will be removed under a separate contract by the Owner before start of the Work.
2. Reports on the presence of hazardous materials is included for review and use.

E. Storage or sale of removed items or materials on or off site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.6 WARRANTY

A. Existing Warranties: On adjacent building areas; remove, replace, patch, and repair materials and surfaces cut, punctured or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.2 UTILITY SERVICES AND MECHANICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
4. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Protect items from damage during storage.
3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

1. Do not allow demolished materials to accumulate on-site. Clean work areas daily and remove construction waste from work area.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Disposal: Transport demolished materials from Project site, off Owner's property, and legally dispose of them in an EPA-approved landfill.

END OF SECTION 02 4119

SECTION 04 2000 - UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes unit masonry assemblies consisting of the following:

1. Concrete masonry units (CMUs).
2. Face brick.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for each type and color of exposed masonry units.

C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1.3 MOCK-UP PANELS

A. Sample Panels: Build sample panels to verify selections made under sample submittals and to demonstrate aesthetic effects.

1. Provide a batter board sample panel to represent the brick or brick blend. Provide a sample board approximately 16 inches long by 12 inches high.

1.4 PROJECT CONDITIONS

A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Warm materials that will be laid in temperatures below 40 degrees ambient temperature. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602. Provide temporary heat in protective enclosures for masonry that is laid in temperatures below 40 degrees for a minimum of 24 to 48 hours.

B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The following requirements apply to product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that offer an acceptable matching brick.

2.2 CONCRETE MASONRY UNITS (CMUs)

A. Shapes and Sizes: Manufacturer's standard units shall have a face dimensions of 15 5/8" x 7 5/8" x depth indicated. Provide special shapes jambs and other special conditions.

B. Concrete Masonry Units: ASTM C 90.

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2800 psi.
2. Weight Classification: Normal weight.

2.3 BRICK

A. General: Provide shapes indicated and as follows:

1. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.

2.4 COLORS, TEXTURES, AND PATTERNS

A. Exposed Masonry Units: Provide face brick to match existing exterior brick color, texture, mortar color and unit size to match adjacent masonry.

1. When matching existing brick, provide a color or blend of colors to achieve a similar color mix to that of existing adjacent brick. Match existing size, color and texture. Submit sample board for Architect's approval.

B. Face Brick: ASTM C 216. Grade as required to match existing.

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3000 psi.
2. Size (Actual Dimensions): 2-1/4 inches high by 7-5/8 inches long. (Field verify)

2.5 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction.

B. Hydrated Lime: ASTM C 207, Type S.

C. Masonry Cement: ASTM C 91.

1. Available Products:

a. Capital Materials Corporation; Flamingo Color Masonry Cement.
b. Lafarge North America Inc.
c. Lehigh Cement Company
d. National Cement Company, Inc.
e. Others as pre-approved.

D. Mortar Pigments: Iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortar.

E. Aggregate for Mortar: ASTM C 144.

1. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
2. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

F. Aggregate for Grout: ASTM C 404.

G. Water: Potable.

2.6 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Limit cementitious materials in mortar for exterior and reinforced masonry to portland cement and lime.
3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

B. Mortar for Unit Masonry: Comply with ASTM C 270 and BIA Technical Notes 8A Proportion Specification.

1. For exterior, above-grade, load-bearing and non-load-bearing walls, for other applications where another type is not indicated, use Type N.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Use full-size units without cutting if possible. If cutting is required, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.

C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

D. Comply with tolerances in ACI 530.1/ASCE 6/TMS 602 and with the following:

1. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet maximum.

3.2 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.

C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

D. Fill space between steel frames and masonry solidly with mortar, unless otherwise indicated.

E. Fill cores in hollow concrete masonry units with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.

3.3 MORTAR BEDDING AND JOINTING

A. Lay hollow concrete masonry units as follows:

1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.

B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated.

D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint), unless otherwise indicated.

3.9 CLEANING

A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
   1. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
   2. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

3.10 MASONRY WASTE DISPOSAL

A. Waste Disposal as Fill Material: Remove excess clean masonry waste and legally dispose of off Owner’s property.

END OF SECTION 04 2000

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SECTION 06 1053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Wood blocking and nailers.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.

2.2 DIMENSION LUMBER FRAMING

A. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.

1. Douglas fir-larch; WCLIB or WWPA.

2.3 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.

B. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:

1. Douglas fir-larch; WCLIB or WWPA.

2.4 FASTENERS

A. General: Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Self Tapping Screw Fasteners: Complying with IBC 2107.1.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.

C. Do not splice structural members between supports, unless otherwise indicated. Do not attach or anchor with fasteners at locations between blocking or supports.

1. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

END OF SECTION 06 1053

SECTION 06 1600 - SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Wall sheathing.

1.2 DELIVERY, STORAGE, AND HANDLING

A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS, GENERAL

A. Plywood: DOC PS 1.

2.2 WALL SHEATHING

A. Plywood Wall Sheathing: Provide exterior grade sheathing in thicknesses as indicated in the drawings.

2.3 FASTENERS

A. General: Provide fasteners of size and type indicated.

1. For wall panels, provide fasteners with zinc coating.

2.4 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels to Framing: Formulation complying with ASTM D 3498 that is approved for use indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Securely attach to substrate by fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
2. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Panel Sheathing Nailing Schedule," in ICBO's "Uniform Building Code."
3. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's "International One- and Two-Family Dwelling Code."

3.2 WOOD STRUCTURAL PANEL INSTALLATION

A. General: Comply with applicable recommendations in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial."

B. Fastening Methods: Fasten panels as indicated below:

1. Wall Sheathing: Nail or screw to wood framing.

END OF SECTION 06 1600

SECTION 07 2100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Cavity-wall rigid insulation.
2. Spray foam insulation.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84 for surface-burning characteristics and other methods indicated with product.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 FOAM-PLASTIC BOARD INSULATION

A. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV, 1.60 lb/cu. ft., X, 1.30 lb/cu. ft., or VI, 1.80 lb/cu. ft. with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively:

1. Available Manufacturers:

a. DiversiFoam Products.
b. Dow Chemical Company.
c. Owens Corning.
d. Premier Industries.
e. Others as pre-approved.

2.3 CLOSED-CELL SPRAY POLYURETHANE FOAM

A. Closed-Cell Spray Polyurethane Foam: ASTM C 1029, Type II, one-component system with minimum density of 1.5 lb/cu. ft. and minimum R-value at 1-inch thickness of 6.

1. Available Manufacturers:

a. Foam & Fill by Red Devil.
b. Great Stuff.
c. Fastcoat by Kraken Bond.
d. Vega Bond.
e. Others as pre-approved.

2. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

a. Flame-Spread Index: 75 or less.
b. Smoke-Developed Index: 450 or less.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice, rain, and snow.

C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

3.2 INSTALLATION OF WINDOW JAMB INSULATION

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Spray insulation to envelop entire area to be insulated and fill voids.

C. Apply in multiple passes to not exceed maximum thicknesses recommended by manufacturer. Do not spray into rising foam.

3.3 INSTALLATION OF CAVITY-WALL INSULATION

A. On units of foam-plastic board insulation, install pads of adhesive spaced approximately 16 inches o.c. both ways on inside face, and as recommended by manufacturer. Fit courses with edges butted tightly in both directions. Press units firmly against inside substrates indicated.

END OF SECTION 07 2100

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SECTION 07 9200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes joint sealants for the following applications:

1. Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1.2 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

1.4 WARRANTY

A. Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

C. Single-Component Nonsag Polyurethane Sealant:

1. Products:

   a. Bostik Findley.
   b. Pecora Corporation; Dynatrol I-XL.
   c. Polymeric Systems Inc.
   d. Sika Corporation, Inc.; Sikaflex 15LM.
   e. MasterSeal Sonneborn: NP-1.
   f. Tremco; DyMonic 100.
   g. Tremco; Vulkem 116.
   h. Others as pre-approved.

2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 100/50.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: M (masonry), A (aluminum) and O (other).as applicable to joint substrates indicated.

2.3 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

A. Cylindrical Sealant Backings: ASTM C 1330. As follows or as approved by joint-sealant manufacturer for joint application indicated. Size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1. Type C closed-cell polyethylene material with a surface skin.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.

a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.

B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

B. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.

3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior perimeter joints between adjacent materials and frames of windows.

1. Joint Sealant: Single-component non-sag polymer modified urethane sealant.
2. Joint-Sealant Color: Match window color.

END OF SECTION 07 9200

SECTION 08 0352 - HISTORIC TREATMENT OF WOOD WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes historic treatment of wood windows in the form of the following:

1. Repairing wood windows and trim.
2. Reglazing.
3. Replacing storm windows.

1.2 DEFINITIONS

A. Window: Includes window frame, sash, hardware, trim, and storm window unless otherwise indicated by context.

B. Exterior Trim: Exterior casing, sill, and drip cap.

1.3 SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include elevations and sections showing locations and details of each new or repaired unit and its corresponding window locations in the building on annotated plans and elevations.

1.4 QUALITY ASSURANCE

A. Wood-Repair-Material Manufacturer Qualifications: A firm regularly engaged in producing wood consolidant and wood-patching compound that have been used for similar wood-treatment applications with successful results, and with factory-authorized service representatives who are available for consultation.

B. Handle existing windows and glass with care to prevent cracking or breaking existing float glass.

PART 2 - PRODUCTS

2.1 STORM WINDOWS

A. General: Custom fabricated, tight fitting, matching profile and appearance of existing windows.

1. Fabricate storm windows for installation in existing exterior window locations indicated on the Drawings.
2. Make storm windows removable for cleaning.

B. Wood Storm Windows:

1. Wood Species: Match wood species of exterior trim and sash parts. Verify existing wood is Pine.
2. Wood Storm-Window Members: Match wood profiles of existing windows.
3. Glazing Material: Uncoated clear float glass.

2.2 WOOD-REPLACEMENT MATERIALS

A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch deep by 2 inches wide.

1. Species: Match species of each existing type of wood components unless otherwise indicated.

2.3 WOOD-REPAIR MATERIALS

A. Wood Consolidant: Ready-to-use product designed to penetrate, consolidate, and strengthen soft fibers of wood materials that have deteriorated due to weathering and decay and designed specifically to enhance the bond of wood-patching compound to existing wood.

B. Wood-Patching Compound: Two-part epoxy-resin wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated due to weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.

2.4 GLAZING MATERIALS

A. Glass: Provide Clear Tempered Float Glass: ASTM C 1036, Type I, 1/8 inch thick.

B. Glazing Systems:

1. Modern Glazing Products: Glazing points and single-component polyurethane glazing compound; struck to match taper of existing glazing putty (removed); colored as required to match painted sash.
2. Primers and Cleaners for Glazing: As recommended in writing by glazing material manufacturer.
3. Glazier Points. Galvanized 3/8” points. Red Devil or equal.

2.5 MISCELLANEOUS MATERIALS

A. Adhesives: Wood adhesives for exterior exposure, with minimum 15- to 45-minute cure at 70 deg F, in gunnable and liquid formulations as recommended in writing by adhesive manufacturer for each type of repair.

B. Fasteners: Use fastener metals that are noncorrosive and compatible with each material joined.

1. Match existing fasteners in material and type of fastener unless otherwise indicated.
2. Use concealed fasteners for interconnecting wood components.
3. Use concealed fasteners for attaching items to other work unless exposed fasteners are unavoidable or the existing fastening method.
4. For exposed fasteners, use Phillips-type machine screws of head profile flush with metal surface unless otherwise indicated.

2.6 WOOD WINDOW FINISHES

A. Unfinished Replacement Units: Provide exposed exterior wood surfaces of replacement units unfinished; smooth, filled, and suitably prepared for priming and finishing.

B. Shop-Finished Units: Contractor’s option to provide shop painted finish. Paint finish system shall consist of primer and two finish coats on exposed exterior and interior wood surfaces.

1. Finish Coats: As specified in Section 09 9000 " Painting."

C. Color and Gloss: Match existing paint color and gloss.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean wood windows of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.

B. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.

3.2 HISTORIC TREATMENT OF WOOD WINDOWS, GENERAL

A. General: In treating historic items, disturb them as minimally as possible and as follows:

1. Stabilize and repair wood windows to reestablish structural integrity and weather resistance while maintaining the existing form of each item.
2. Repair items in place where possible.
3. Install temporary protective measures to protect wood window work that is indicated to be completed later.

4. Paint wood windows according to Section 09 9000 " Painting" unless otherwise indicated.

B. Repair Wood Windows: Match existing materials and features, retaining as much original material as possible to perform repairs.

1. Unless otherwise indicated, repair wood windows by consolidating, patching, splicing, or otherwise reinforcing wood with new wood matching existing wood or with salvaged, sound, original wood.
2. Where indicated, repair wood windows by limited replacement matching existing material.

C. Replace Wood Units: Where indicated, duplicate and replace units with units made from salvaged, sound, original wood or with new wood matching existing wood. Use surviving prototypes to create patterns for duplicate replacements.

D. Protection of Openings: Where sash or windows are indicated for removal, cover resultant openings with temporary enclosures so that openings are weathertight during repair period.

3.3 WOOD WINDOW PATCHING REPAIRS

A. General: Patch wood members that exhibit depressions, holes, or similar voids, and that have limited amounts of rotted or decayed wood.

1. Treat wood members with wood consolidant before applying patching compound. Coat wood surfaces by brushing, applying multiple coats until wood is saturated and unable to absorb more. Allow treatment to harden before filling void with patching compound.
2. Remove rotted or decayed wood down to sound wood.

B. Apply wood-patching compound to fill depressions, nicks, cracks, and other voids created by removed or missing wood.

1. Prime patch area with application of wood consolidant or manufacturer's recommended primer.
2. Apply patching compound in layers as recommended in writing by manufacturer until the void is completely filled.
3. Sand patch surface smooth and flush with adjacent wood, without voids in patch material, and matching contour of wood member.

3.4 WOOD WINDOW MEMBER REPLACEMENT REPAIR

A. General: Replace parts of or entire wood window members at locations where damage is too extensive to patch.

1. Remove broken, rotted, and decayed wood down to sound wood.
2. Custom fabricate new wood to replace missing wood; either replace entire wood member or splice new wood part into existing member.

3. Secure new wood using finger joints, multiple dowels, or splines with adhesive and nailing to ensure maximum structural integrity at each splice. Use only concealed fasteners. Fill nail holes and patch surface to match surrounding sound wood.

B. Repair remaining depressions, holes, or similar voids with patch-type repairs.

C. Glazing: Reglaze units before reinstallation.

1. Mill new and rout existing glazed members to accommodate new glass thickness.
2. Provide replacement glazing stops coordinated with glazing system indicated.
3. Provide glazing stops to match contour of sash frames.

D. Reinstall units removed for repair into original openings.

3.5 GLAZING

A. Remove any cracked or damaged glass and glazing compound materials from openings and prepare surfaces for reglazing.

B. Remove existing glazing compounds, and prepare surfaces for reglazing.

C. Apply primers to joint surfaces where required for adhesion of glazing system, as determined by preconstruction testing.

D. Where glass has been removed, install setting bead, side beads, and back bead against stop in glazing rabbets before setting glass.

E. Install additional glazier push points where needed. Glazier points should be spaced 4-6 inches apart.

F. Install glazier points by hand with hand tools similar to a Fletcher PushMate point setting tool. Do not use mechanical point drivers.

3.6 STORM WINDOW INSTALLATION

A. Reinstall wood storm windows at back into original window opening locations as recorded prior to removal.

1. Screw attach storm windows with zinc coated #8 Phillips screws. Flush screw heads and paint.

3.7 Disposal of Removed Material: Remove from Owner's property and legally dispose of properly.

END OF SECTION 08 0352

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SECTION 08 5200 – ALUMINUM CLAD WOOD WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes aluminum-clad wood windows.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 SUBMITTALS

A. Product Data and Test Reports.: For each type of product.

B. Shop Drawings: Include plans, elevations, sections, hardware, accessories, operational clearances, and details of installation, including anchor, flashing, and sealant installation. Include field measurements of masonry rough openings.

C. Samples: For each exposed product and for each color specified.

D. Sample warranties.

1.4 QUALITY ASSURANCE

A. Mockup: Provide sample installation for field testing window performance requirements and to determine acceptability of window installation methods. Approved mockup shall represent minimum quality required for the Work and can remain as part of the completed Work.

B. Factory Testing: Provide aluminum clad windows with no water penetration through window unit when tested in accordance with ASTM E 547, under static pressure of 7.5 psf after 4 cycles of 5 minutes each, with water being applied at a rate of 5 gallons per hour per square foot.

C. Field Testing: Contractor shall coordinate and conduct water penetration field testing of 2 (two) random selected window units to test the resistance of installed windows against water leakage.

1. Test in accordance with ASTM E1105-15: Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls. Test Method B.
2. Perform testing with water pressure spray rack per ASTM standards with either the Architect or Construction Manager present.
3. Provide a full report of the test procedure to include; weather conditions, equipment calibration, gauge readings, and observation findings to descriptions of any leaks with proposed corrective actions.

4. If tests fail, test 2 (two) additional windows. Additional windows are to be different locations from initial tests.
5. Make corrections, repairs, or reinstall windows as needed if test results in leaks or failures and retest.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of aluminum clad windows by field measuring masonry rough openings before fabrication. Indicate field measurements on Shop Drawings.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site undamaged in manufacturer's original, unopened containers and packaging, with labels clearly identifying manufacturer and product name. Include installation instructions.

B. Storage: Store materials in an upright position, off ground, under cover, and protected from weather, direct sunlight, and construction activities.

C. Handling: Protect materials and finishes during handling and installation to prevent damage.

1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace wood windows that fail in materials or workmanship within specified warranty period.

1. Warranty Period:

a. Window: 10 years from date of Substantial Completion.
b. Glazing Units: 10 years from date of Substantial Completion.
c. Aluminum-Cladding Finish: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WINDOW PERFORMANCE REQUIREMENTS

A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.

1. Window Certification: WDMA certified with label attached to each window.

B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:

1. Minimum Performance Class: LC or CW.
2. Minimum Performance Grade: 30 to 50.

C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.60 Btu/sq. ft. x h x deg F (3.43 W/sq. m x K).

D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40.

2.2 WOOD WINDOWS

A. Aluminum-Clad Wood Windows:

1. Basis-of-Design Product: Subject to compliance with the performance requirements, provide Lifestyle Series, by Pella Corporation, or a comparable product by one of the following:

a. Andersen Windows, Inc.
b. Jeld-wen Inc.
c. Kolbe Windows & Doors.
d. Marvin Windows& Doors.
e. Others as pre-approved.

B. Operating Types: Double Hung and Fixed units as indicated on Drawings.

C. Frames and Sashes: Fine-grained wood lumber complying with AAMA/WDMA/CSA 101/I.S.2/A440; kiln dried to a moisture content of not more than 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch deep by 2 inches wide; water-repellent preservative treated.

1. Overall Frame Depth: 4 1/2 to 5 inches.

2. Exterior Finish: Aluminum-clad wood.

a. Aluminum Finish: Manufacturer's standard fluoropolymer two-coat system with fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight and complying with AAMA 2605.
b. Exposed Unfinished Wood Surfaces: Manufacturer's standard paint-grade species Pine.
c. Color: Manufacturer's standard White.

3. Interior Finish: Manufacturer's standard color-coated paint finish.

a. Color: White.

D. Glass: Clear annealed glass, ASTM C 1036, Type 1, Class 1, q3.

1. Kind: Fully tempered.

E. Insulating-Glass Units: ASTM E 2190.

1. Glass: ASTM C 1036, Type 1, Class 1, q3.

a. Tint: Clear.
b. Kind: Fully tempered.

2. Lites: .Two.
3. Filling: Fill space between glass lites with air or argon.
4. Low-E Coating: Not required.

F. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

G. Hardware, General: Provide manufacturer's standard corrosion-resistant hardware sized to accommodate sash weight and dimensions.

1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.

H. Hung Window Hardware:

1. Counterbalancing Mechanism: Block and tackle balances per AAMA 902-14.
2. Locks and Latches: Operated from the inside only.
3. Tilt Hardware: Releasing tilt latch allows sash to pivot about horizontal axis.

I. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.

J. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.3 ACCESSORIES

A. Dividers (False Muntins): Provide divider grilles in designs indicated for each sash lite.

1. Quantity and Type: GBG style “Grille-Between-the-Glass”. One grille permanently located between insulating-glass lites.
2. Material: Aluminum
3. Pattern: As indicated on Drawings.
4. Profile: 3/4” wide by 3/16”, as selected from manufacturer's standard profiles.
5. Color: White.

B. Exterior Sill Pans and Jamb Trim. Provide exterior aluminum trim as furnished by the manufacturer to greatest extent possible. Provide installation trim in manufacturer’s standard profiles.

2.4 FABRICATION

A. Fabricate wood windows in sizes indicated. Include a complete system for installing and anchoring windows.

B. Glaze wood windows in the factory.

C. Weatherstrip each operable sash to provide weathertight installation.

D. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.

E. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.

B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

3.2 ADJUSTING, CLEANING, AND PROTECTION

A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

B. Clean exposed surfaces immediately after installing windows. Remove excess sealants, glazing materials, dirt, and other substances.

C. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

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SECTION 09 2400 - CEMENT PLASTERING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes interior vertical 2-coat cement plaster work.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PLASTER MATERIALS

A. Portland Cement: ASTM C 150/C 150M, Type I.

1. Color for Finish Coats: White.

B. Masonry Cement: ASTM C 91, Type N.

1. Color for Finish Coats: White.

C. Plastic Cement: ASTM C 1328.

D. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.

E. Sand Aggregate: ASTM C 897.

2.2 PLASTER MIXES

A. General: Comply with ASTM C 926 for applications indicated.

B. Base-Coat Mixes for Use over Unit Masonry and Concrete: Single base (scratch) coat for two-coat plasterwork on high-absorption plaster bases as follows:

1. Portland Cement Mix: For cementitious material, mix 1-part portland cement and 3/4 to 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
2. Masonry Cement Mix: Use 1 part masonry cement and 2-1/2 to 4 parts aggregate.
3. Portland and Masonry Cement Mix: For cementitious material, mix 1-part portland cement and 1 part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
4. Plastic Cement Mix: Use 1 part plastic cement and 2-1/2 to 4 parts aggregate.

C. Ready-Mixed Base-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

a. Plaster Wall Patch Dry Mix, by DAP.
b. Two-Way Hardwall Plaster, by Gold Bond.
c. Lahabra FastWall, by Parex.
d. Quikrete Stucco Finish, by Sakrete.
e. Others as pre-approved.

D. Ready-Mixed Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

a. Stucco Patch, by DAP.
b. Quick Set Gauging Plaster, by Gold Bond.
c. Lahabra PermaFinish, by Parex.
d. Quikrete Stucco Patch, by Sakrete.
e. Others as pre-approved.

2. Color: Match existing wall finish.

2.3 MISCELLANEOUS MATERIALS

A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

B. Bonding Compound: ASTM C 932.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Prepare smooth, solid substrates for plaster according to ASTM C 926.

3.2 PLASTER APPLICATION

A. General: Comply with ASTM C 926.

B. Bonding Compound: Apply on unit masonry and concrete substrates for direct application of plaster.

C. Walls; Base-Coat Mix: For base (scratch) coat, for two-coat plasterwork and having 1/2-inch thickness on masonry walls.

1. Allow to cure per manufacturer's instructions before applying finish coat.

D. Plaster Finish Coats: Apply 1/8-inch thick to provide a float finish to match existing wall finish.

1. Allow to cure per manufacturer's instructions before painting.

3.3 PLASTER REPAIRS

A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

END OF SECTION 09 2400

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SECTION 09 9000 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes surface preparation and the application of paint systems on the following interior and exterior substrates:

1. Steel.
2. Wood.
3. Plaster.

1.2 SUBMITTALS

A. Product Data: For each type of paint product indicated.

1.3 QUALITY ASSURANCE

A. MPI Standards:
1. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

2.2 MANUFACTURERS

A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products by the following:

1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

a. Behr Paint Company.
b. Benjamin Moore &Co.
c. Diamond Vogel.
d. PPG Paints.
e. Pratt & Lambert.
f. Rust-Oleum Corp.
g. Sherwin-Williams Company.
h. Others as pre-approved.

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of top coat for use in paint system and on substrate indicated.

C. Colors: As selected from manufacturer's full range to match existing adjacent paint finish colors.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Wood: 15 percent.
2. Plaster: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION AND APPLICATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

2. Scrape and abrade existing rusted surfaces and apply compatible primer.

C. New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary.

D. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

E. Apply finish coats of paint to blend with adjacent painted surfaces.

F. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.3 INTERIOR PAINTING SCHEDULE

A. Coating System: Provide two coasts of paint where repainting or repairing existing painted surfaces. Provide three coats of paint on new unpainted surfaces.

B. Steel Substrates:

1. Water-Based Epoxy Coating System: MPI INT 5.1K.

a. Prime Coat: Rust-inhibitive primer (water based), MPI #107.
b. Topcoat: Water-based epoxy. MPI #115.

1) Sheen: Semi-gloss.

C. Dressed Lumber Substrates:

1. Latex System: MPI INT 6.3T.

a. Prime Coat: Interior latex-based wood primer. MPI #39.
b. Intermediate Coat: Interior latex matching topcoat.
c. Topcoat: Interior latex.

1) Sheen: Satin.

D. Plaster Substrates:

1. Latex System: MPI INT 9.2A.

a. Prime Coat: Interior latex matching topcoat.
b. Topcoat: Interior latex.

1) Sheen: Eggshell.

3.4 EXTERIOR PAINTING SCHEDULE

A. Steel Substrates:

1. Alkyd Enamel System: MPI EXT 5.3B.

a. Prime Coat: Alkyd anticorrosive metal primer. MPI #79.
b. Topcoat: Exterior alkyd enamel. MPI #94.

1) Sheen: Semi-gloss.

B. Exterior Wood Substrates:

1. Latex System: MPI EXT 6.3A.

a. Prime Coat: Exterior latex wood primer.
b. Topcoat: Exterior latex.

1) Sheen: Semi-gloss.

C. Other Substrates: Provide primer and topcoats in accordance with manufacturer's recommendations.

END OF SECTION 09 9000



TYPE A WINDOWS - EXISTING STEEL



TYPE A WINDOWS - EXISTING WOOD



TYPE B WINDOWS



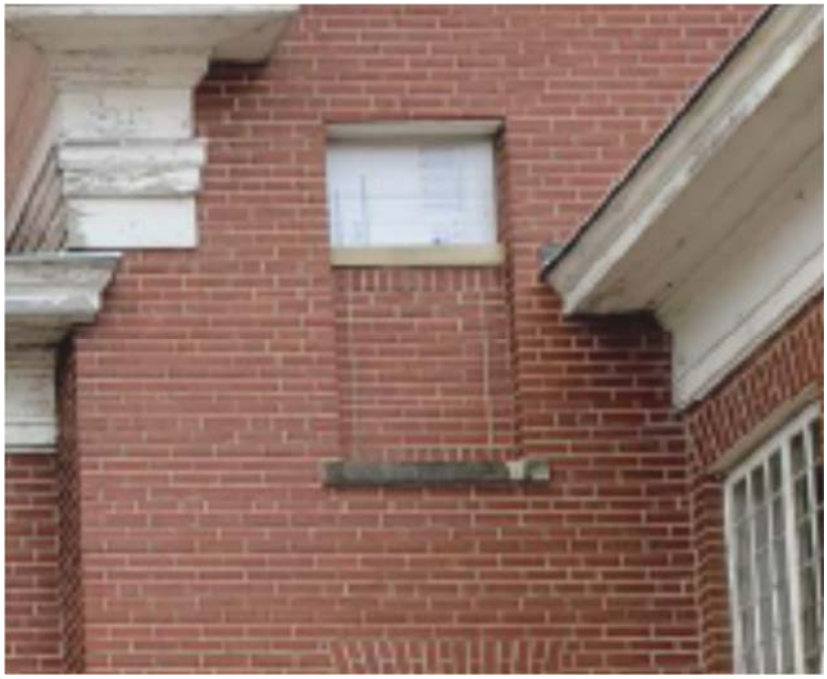
TYPE A WINDOWS



TYPE C WINDOWS - MASONRY INFILL



TYPE D WINDOWS



TYPE E WINDOW



TYPE F WINDOWS



INTERIOR EXISTING TYPE E WINDOW



TYPE G WINDOWS



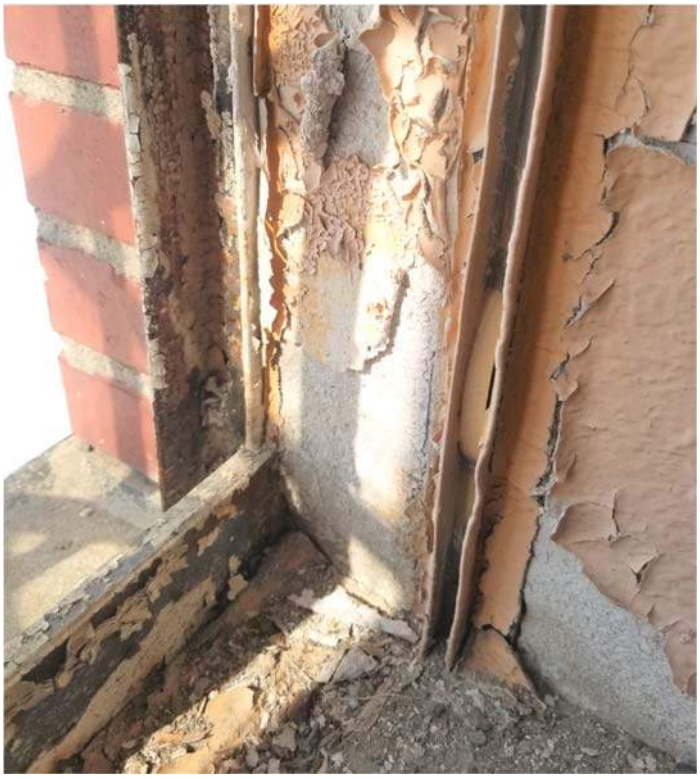
EXISTING JAMB SETBACK



EXISTING STEEL WINDOW SILL



EXISTING STEEL WINDOW JAMB



EXISTING STEEL WINDOW SILL



EXISTING STEEL PLATE SILL AT STEEL WINDOW



EXISTING STEEL PLATE SILL AT STEEL WINDOW



EXISTING WOOD WINDOW JAMB



EXISTING WOOD WINDOW SILL