

# PROJECT MANUAL

**PROJECT NAME:**

DOC 1JD DPP Basement Water Infiltration Mitigation

**PROJECT ADDRESS:**

745 Main St  
Dubuque, Iowa 52001

**PROJECT DATE:** March 03, 2025

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**OWNER:**

Iowa Department of Administrative Services  
109 Southeast 13<sup>th</sup> Street  
Des Moines, Iowa 50319



**OWNER PROJECT NUMBER:** 9390.00

**OWNER REQUEST FOR BID NUMBER:** RFB 939000-02

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**CONSTRUCTION MANAGER:**

DCI Group  
220 SE 6th Street - Suite 200  
Des Moines, Iowa 50309



**CONSTRUCTION MANAGER PROJECT NUMBER:** 24-025

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**ARCHITECT:**

Genesis Architectural Design  
939 Office Park Road, Suite 101  
West Des Moines, Iowa 50265



**ARCHITECT PROJECT NUMBER:** 2406

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SECTION 00 0107 – 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

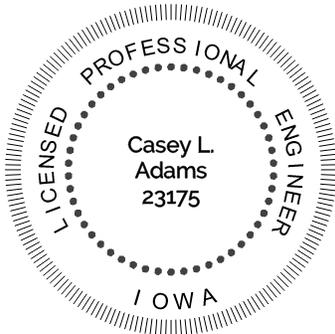
A handwritten signature in black ink, appearing to read "Edward L. Matt".

Signature

Pages or sheets covered in part or whole by this seal:  
Specifications Div.1 thru 9 and Sections 31 - 32.

Date Issued: March 5, 2025

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 licensed Professional Engineer under the laws of the state of Iowa.



A handwritten signature in blue ink, appearing to read "Casey L. Adams".

Casey L. Adams                      Reg No. 23175

Pages or sheets covered in part or whole by this seal:  
Specifications Div.21 thru 27.

Date Issued: March 5, 2025

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C.	A1.0	PARTIAL BASEMENT PLAN
D.	A1.1	ALLEY & PARTIAL FIRST FLOOR PLAN
E.	A1.2	PARTIAL SECOND FLOOR PLAN
F.	A1.3	ALLEY PHOTO ELEVATION
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H.	PD1.0	PARTIAL BASEMENT PLUMBING DEMO PLAN
I.	PD1.1	ALLEY PLUMBING UTILITY DEMO PLAN
J.	P1.0	PARTIAL BASEMENT PLUMBING PLAN
K.	P1.1	ALLEY PLUMBING UTILITY PLAN
L.	ED1.0	PARTIAL BASEMENT ELECTRICAL DEMO PLAN
M.	ED1.1	PARTIAL BASEMENT ELECTRICAL DEMO PLAN
N.	E1.0	PARTIAL BASEMENT ELECTRICAL PLAN
O.	E1.1	ALLEY ELECTRICAL UTILITY PLAN

**END OF SECTION**

**SECTION 00 0116**

**BID SUBMITTAL CHECKLIST**

**PART 1 - GENERAL**

**1.01 BID SUBMITTAL CHECKLIST**

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

**END OF SECTION**

**SECTION 00 1113**

**NOTICE TO BIDDERS**

**RFB #939000-02**

The Iowa Department of Administrative Services will be receiving bids for Basement Water Infiltration Mitigation at Department of Corrections 1<sup>st</sup> Judicial District Dubuque Probation and Parole, Dubuque, Iowa 52001.

The Iowa Department of Administrative Services anticipates construction to begin in July, 2025 and end on September, 2025.

Bids must be received no later than **2:00pm, Thursday, April 10, 2025**. Late bids will not be considered. Bids shall be submitted on [IMPACS Electronic Procurement System](#). The Bid shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

**Bid Opening**

The time and place of bid opening will be held at [Meet - kqb-csbw-akh](#) and teleconference number (US)[+1 978-593-3753](#) Pin: 321 165 473# at **3:00pm on Thursday, April 10, 2025**.

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

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

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

Questions must be submitted by 2:00pm, April 3, 2025, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by 2:00pm, April 3, 2025, prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as "or equal," "equal to," "equivalent to," or "basis of design," unless otherwise noted.

An **optional** Pre-Bid meeting will be held on Thursday, March 27, 2025, at 11:00am at Department of Corrections 1<sup>st</sup> Judicial District Dubuque Probation and Parole at 745 Main St. Dubuque, IA 52001. This meeting is not mandatory but is highly recommended.

Bidding Documents, including drawing sheets bearing the project name DOC 1JD DPP Basement Water Infiltration Mitigation, Dated 03/05/2025 and the Project Manual prepared by AE dated 03/05/2025, may be obtained from Beeline and Blue by visiting [www.beelineandblue.com](http://www.beelineandblue.com) or by calling (515) 244-1611 on Monday, March 10, 2025.

For further information regarding this project contact:

Michael Bradbury – Issuing Officer

Phone: (515) 515-823-9327

E-Mail: [construction.procurement@iowa.gov](mailto:construction.procurement@iowa.gov)

**END OF SECTION**

**SECTION 00 2113**  
**INSTRUCTIONS TO BIDDERS**  
**RFB #939000-02**

**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: Basement Water Infiltration Mitigation.

**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: Purchasing Agent – Issuing Officer, State of Iowa, Department of Administrative Services, Hoover State Office Building, 3<sup>rd</sup> floor, 1305 East Walnut Street, Des Moines, IA 50319-0105, Phone: 515-823-9327; email: [construction.procurement@iowa.gov](mailto:construction.procurement@iowa.gov)

- B. OWNER REPRESENTATIVE: Jennifer Kleene, State of Iowa, Department of Administrative Services, 109 SE 13<sup>th</sup> Street, Des Moines, IA 50319, Phone: 515-822-8197; email: [Jennifer.kleene@iowa.gov](mailto:Jennifer.kleene@iowa.gov)
- C. ON-SITE COORDINATOR: Christopher Matlock, Building Maintenance Coordinator, 1494 Elm St. Dubuque, IA 52001, Phone: 563-585-5274; email: [Christopher.matlock@iowa.gov](mailto:Christopher.matlock@iowa.gov)
- D. CONSTRUCTION MANAGER CONTACT: Jarrad Boever, DCI Group, 220 SE 6<sup>th</sup> St. Des Moines, IA 50309, Phone: 515-480-8280; email: [jarradb@dcigroup-us.com](mailto:jarradb@dcigroup-us.com)
- E. DESIGN PROFESSIONAL CONTACT: Edward Matt, Genesis Architectural Design, 939 Office Park Rd. Suite 101 West Des Moines, IA 50265, Phone: 515-238-2146; email: [ematt@gendsn.com](mailto: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.21 may, among other things, result in civil penalties assessed by the Commissioner of the Division of

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

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

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

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

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

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

### **3.021 QUALIFICATIONS**

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

### **3.022 INSURANCE**

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

### **3.023 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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

### **3.024 EXECUTION OF CONTRACT**

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

### **3.025 LAWS AND REGULATIONS**

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

### **3.026 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

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

### **3.027 CONDITIONS OF THE WORK**

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

### **3.028 SUBCONTRACTS**

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

**END OF SECTION**

## SECTION 00 2113.01

### IMPACS Public Construction Bidders User Guide

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

Bidders must be registered in IMPACS to submit a Bid.

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

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

**Sourcing Events** ?

Show Opening or Closing Soon ▾ [Go to Public Opportunities](#)

Event Number	Status	Event Title	Dates	Action
RFB923700-02	Open	Hoover East Side Pavers	Open: 4/27/2022 12:00:00 PM CDT Close: 5/5/2022 12:00:00 PM CDT	<a href="#">View Event</a> ▾

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

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

**Prerequisites** - Bidder must complete all prerequisites.

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

**Questions** - Bidder must complete all questions.

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



**SECTION 00 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 – 4/11/2025
- B. Anticipated Date of Commencement – 07/10/2025
- C. Substantial Completion by – 10/16/2025

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	May 2025			June 2025				July 2025				August 2025				September 2025				October 2025				November 2025				December 2025		
						11	18	25	01	08	15	22	29	06	13	20	27	03	10	17	24	31	07	14	21	28	05	12	19	26	02	09	16	23	30
<b>9390.00 / 9391.00 DOC 1JD DPP</b>																																			
<b>Milestones</b>																																			
<b>Procurement</b>																																			
<b>Pre-Construction</b>																																			
A1120	Bid Package Scope Review (with each contracto	15	15	12-May-25*	02-Jun-25	■ Bid Package Scope Review (with each contractor)																													
A1130	Contractor Site Specific Safety Plan	10	10	16-May-25*	30-May-25	■ Contractor Site Specific Safety Plan																													
A1140	Shop Drawings / Submittal Review	20	20	04-Jun-25*	01-Jul-25	■ Shop Drawings / Submittal Review																													
A1150	Construction Kick Off Meeting (TBD)	1	1	10-Jun-25*	10-Jun-25	Construction Kick Off Meeting (TBD)																													
A1160	DNR Notification of Demolition and Renovation	1	1	18-Jun-25*	18-Jun-25	DNR Notification of Demolition and Renovation																													
<b>Construction</b>																																			
A1330	Abatement (Controlled Asbestos)	4	4	02-Jul-25*	08-Jul-25	■ Abatement (Controlled Asbestos)																													
A1170	CMU Infill of Window / Chute (Tuckpointer)	5	5	10-Jul-25*	16-Jul-25	■ CMU Infill of Window / Chute (Tuckpointer)																													
A1220	CMU Mortar Cure Time	5	5	16-Jul-25*	22-Jul-25	■ CMU Mortar Cure Time																													
A1180	Basement Waterproofing / Utility Relocation	35	35	21-Jul-25*	08-Sep-25	■ Basement Waterproofing / Utility Relocation																													
A1230	Roof Abatement	3	3	02-Sep-25*	04-Sep-25	■ Roof Abatement																													
A1240	Roof Replacement	10	10	04-Sep-25*	17-Sep-25	■ Roof Replacement																													
A1210	Tuckpointing Starting in Rear > Second Level >	35	35	08-Sep-25*	24-Oct-25	■ Tuckpointing Starting in Rear > Second Le																													
A1250	Heat Trace Install	2	2	18-Sep-25*	19-Sep-25	■ Heat Trace Install																													
A1260	Interior Plaster Repairs	5	5	18-Sep-25*	24-Sep-25	■ Interior Plaster Repairs																													
<b>Closeout</b>																																			
A1280	Punch Walk (Contractor, Owner, DAS, DCI, Desi	1	1	02-Oct-25*	02-Oct-25	Punch Walk (Contractor, Owner, DAS, DCI, Designer)																													
A1290	Punch List Corrections	10	10	02-Oct-25*	15-Oct-25	■ Punch List Corrections																													
A1270	Building Final Inspection	1	1	16-Oct-25*	16-Oct-25	Building Final Inspection																													
A1300	Owner Closeout Conference	1	1	22-Oct-25*	22-Oct-25	Owner Closeout Conference																													

■ Actual Work      ◆ Milestone  
■ Remaining Work  
■ Critical Remaining Work

**SECTION 00 3126**

**EXISTING HAZARDOUS MATERIAL INFORMATION**

**PART 1 - GENERAL**

**1.01 EXISTING HAZARDOUS MATERIAL INFORMATION**

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information but are not a warranty of existing conditions.
- B. The existing hazardous materials survey reports related to this Project, were prepared by:
  - 1. Atlas Technical Consultants on July 02, 2024. Atlas Project ID: 204BS07207
- C. Related Requirements:
  - 1. Section 3.12 "Hazardous Materials" in the ConsensusDocs 802 contract for notification requirements if materials suspected of containing hazardous materials are encountered.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**



# HAZARDOUS BUILDING MATERIALS SURVEY REPORT

**PREPARED FOR:**

DCI Group  
Mr. Jarrad Boever  
220 SE 6th Street, Suite 200  
Des Moines, Iowa 50309

**PROJECT LOCATION:**

DOC 1JD DPP Basement Water Infiltration Mitigation Project #9390  
745 Main Street  
Dubuque, Iowa

Project Date: May 30, 2024

Report Date: June 29, 2024

Atlas Project ID: 204BS07207

**PREPARED BY:**

Atlas Technical Consultants  
4503 E 50<sup>th</sup> Street, Suite 800  
Des Moines, IA 50317



June 29, 2024

DCI Group  
Mr. Jarrad Boever  
220 SE 6<sup>th</sup> Street, Suite 200  
Des Moines, IA 50309

**Re: Hazardous Building Materials Survey Report**  
DOC 1JD DPP Basement Water Infiltration Mitigation Project #9390  
745 Main Street  
Dubuque, Iowa  
Atlas Project Number: 204BS07207

Atlas is pleased to submit the attached Hazardous Building Materials Survey Report for the above-referenced site. The survey was limited to surfaces and materials that would be impacted by planned basement water infiltration mitigation activities. This report includes procedures, methodologies and analytical laboratory results.

Atlas appreciates the opportunity to perform these services for the IDAS and the DCI Group, 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 (402)670-3842 and we will respond promptly to your needs.

Sincerely,

**ATLAS TECHNICAL CONSULTANTS, LLC**

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

---

Eric Brown  
Iowa Inspector  
(515) 981-4528

A handwritten signature in black ink that reads "Steve Hudson".

---

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

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

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## **APPENDICES**

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APPENDIX B	LEAD PAINT TEST RESULTS
APPENDIX C	PHOTO LOG
APPENDIX D	INSPECTOR ACCREDITATIONS



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

DOC 1JD DPP Basement Water Infiltration Mitigation Project #9390  
745 Main Street  
Dubuque, Iowa  
Atlas Project Number: 204BS07207

### **1.0 SCOPE OF SERVICES**

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

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

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

### **2.0 GENERAL SITE CONDITIONS**

The survey conducted at the DPP Correctional Facility at 745 Main Street in Dubuque, Iowa. The survey area was limited to the basement level rooms and exterior areas to be disturbed as part of planned basement water infiltration mitigation activities.

### **3.0 ASBESTOS SURVEY**

On May 30 and June 19, 2024, areas expected to be impacted by planned renovation activities were inspected for asbestos-containing building materials by inspector Eric Brown of Atlas. Mr. Brown has completed the requisite training for asbestos accreditation as inspector at a state approved training provider under TSCA Title II. Mr. Brown's State of Iowa Inspector number is #24-11418.

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

### 3.1 Regulation Review

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

- “Category I non-friable asbestos-containing material (ACM)” is defined as asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy (PLM).
- “Category II non-friable ACM” is defined as any material, excluding Category I non-friable ACM, containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that, when dry, **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.
- “Friable asbestos material” is defined as any material containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that when dry, **can** be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10% as determined by a method other than point counting by PLM, verify the asbestos content by point counting using PLM.

### 3.2 Homogeneous Areas

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



homogeneous sampling area may vary, dependent upon material type and the professional judgment of the inspector.

### 3.3 Sampling Strategy

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

### 3.4 Suspect Asbestos-Containing Materials

The following table contains a list of the nineteen (19) identified suspect asbestos containing materials sampled:

<b>TABLE 1: SUSPECT ASBESTOS MATERIALS</b>		
<b>MATERIAL</b>	<b>LOCATION</b>	<b>SAMPLE NUMBER</b>
Brick Mortar	Basement Electrical Room Doorway	DPPB-1
Brick	Basement Electrical Room Doorway	DPPB-2
Concrete	Basement Electrical Room Old Drain Pipe in floor	DPPB-3
Plaster Wall	Basement Stairway	DPPB-4
Plaster Skim Coat	Basement Stairway	DPPB-5
Plaster Wall	Basement Wall Between Stairs and Boiler Room	DPPB-6
12"x12" Floor Tile (Green)	Basement Restroom	DPPB-7
Floor Tile Mastic	Basement Restroom	DPPB-8
6" Tan Cove Base	Basement Restroom	DPPB-9
Tan Base Cove Mastic	Basement Restroom	DPPB-10
Textured Paint	Basement Restroom	DPPB-11
Drywall	Basement Restroom	DPPB-12



<b>TABLE 1: SUSPECT ASBESTOS MATERIALS</b>		
<b>MATERIAL</b>	<b>LOCATION</b>	<b>SAMPLE NUMBER</b>
Drywall Mud	Basement Restroom	DPPB-13
Plaster Wall	Basement by Boiler Room Door	DPPB-14
Drywall Mud	Basement Wall East of Restroom	DPPB-15
Drywall Mud	Basement Wall East of Restroom	DPPB-16
Drywall Tape	Basement Wall East of Restroom	DPPB-17
Black Caulk	Exterior – Around Chute Door	DPPB-18
Black Caulk	Exterior – On Wall at Ground Level	DPPB-19

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

<b>TABLE 2: ASBESTOS-CONTAINING MATERIALS</b>				
<b>MATERIAL</b>	<b>LOCATION</b>	<b>SAMPLE NUMBER</b>	<b>APPROX. QUANTITY</b>	<b>ASBESTOS CONTENT</b>
Black Caulk	Exterior Around Chute Door	DPPB-18	30 LF	4% Chrysotile

### 3.5 Laboratory Analytical Results

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

Laboratory test results are provided in Appendix A.

### 4.0 LEAD PAINT SURVEY

On May 30 & June 19, 2024, surface coatings were inspected for lead paint by Mr.



Eric Brown of Atlas. The purpose of the survey was to identify locations and concentrations of lead in paints and coatings on interior and exterior building components that may be disturbed as part of planned basement water infiltration mitigation activities.

#### **4.1 Inspection**

The lead survey was performed in general accordance with the U.S. Housing and Urban Development Chapter 7 of the *Guidelines for the evaluation and Control of Lead-Based Paint Hazards in Housing* (1997 Revision). Survey criteria included the inspection and sampling of the representative painted surfaces that might be disturbed by planned basement water infiltration mitigation activities.

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

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

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

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

#### **4.2 Lead Paint Testing**

A total of six (6) surface coatings were tested to determine the concentration of lead. The sampling generally involved the collection of the paint on the surface



down to the substrate over an area of approximately 2 to 3 square inches. A summary of the tested paints is provided in the table below. In order for a surface coating to be considered a lead-based paint, the paint must contain lead in concentrations greater than 0.5% by weight. A detectable concentration of lead in the surface coating below 0.5% by weight is considered a lead-containing paint. The full copy of the lead analytical results is included in Appendix B.

<b>TABLE 3: LEAD PAINT SAMPLING SUMMARY</b>				
<b>Sample ID</b>	<b>Sample Location</b>	<b>Representative Material</b>	<b>Paint Color</b>	<b>Lead Content %</b>
DPPB-1	Electrical Box – Basement Electrical Box Room	Metal	Gray	<0.008
DPPB-2	Door Casing in Basement Restroom	Wood	Honey	<b>0.5</b>
DPPB-3	Window Frame in Basement Restroom	Metal	Cream/Green	<b>11</b>
DPPB-4	Brick Wall – Basement Electrical Room	Brick	White	<b>2.5</b>
DPPB-5	Concrete Wall – Basement Electrical Room	Concrete	Gray	<b>0.53</b>
DPPB-6	Plaster – Basement Stairwell	Plaster	Off White / Green	<b>1.1</b>

- Lead-based paint was not identified in 5 of the 6 surface coatings tested.

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

### **5.0 HAZARDOUS MATERIALS ASSESSMENT**

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



<b>TABLE 4: HAZARDOUS BUILDING MATERIALS</b>		
<b>Category</b>	<b>Material</b>	<b>Estimated Quantity</b>
<b>Poly-Chlorinated Biphenyl (PCBs)</b>	Transformers	N/A
	Transistors	N/A
	Light Ballasts	N/A
<b>Mercury</b>	Thermostats	N/A
	Switches/Relays	N/A
	Fluorescent Light Tubes	N/A
	High Intensity Discharge lights	N/A
	Thermometers/ Manometers	N/A
<b>Batteries</b>	Smoke Detectors	N/A
	Emergency Lighting Systems	N/A
	Exit Signs	N/A
	Flashing Fire Alarms	N/A
<b>Chlorofluorocarbons (CFCs) or Hydro Chlorofluorocarbons (HCFCs)</b>	Refrigerators/Freezers/Chillers	N/A
<b>Low Level Radioactive Sources (LLR)</b>	Smoke/Fire Alarms	N/A

Hazardous materials or universal wastes identified in Table 4 shall be removed as part of the renovation contractor’s scope of work and disposed of according to US EPA Toxic Substances Control Act (TSCA) and the State of Iowa regulations.

**6.0 CONCLUSIONS**

- Asbestos was identified in the exterior black caulking around the chute door.
- Lead-based paint was identified in 5 of the 6 surface coatings tested.
- No other hazardous building materials were identified.

**7.0 ASSUMPTIONS AND LIMITATIONS**

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the May 30 & June 19, 2024, Atlas



hazardous building materials survey for the Basement Water Infiltration Mitigation Project at the DPP Correctional building located at the 745 Main Street in Dubuque, Iowa.

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

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

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

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

**APPENDIX A**  
**ASBESTOS TEST RESULTS**



# EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / [cinnaslab@EMSL.com](mailto:cinnaslab@EMSL.com)

EMSL Order: 042410958

Customer ID: ATC55

Customer PO:

Project ID:

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

**Phone:** (402) 697-9747

**Fax:** (402) 597-8532

**Received Date:** 05/31/2024 12:45 PM

**Analysis Date:** 06/01/2024

**Collected Date:**

**Project:** DPP Basement Water Infiltration 204BS07207

## 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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
DPPB-1 <i>042410958-0001</i>	Doorway - Brick Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-2 <i>042410958-0002</i>	Doorway - Brick	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-3 <i>042410958-0003</i>	Around Old Drain Pipe on Floor - Concrete	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Keishla Vazquez Caraballo (3)

Samantha Rundstrom, Laboratory Manager  
or Other Approved Signatory

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

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

Initial report from: 06/01/2024 12:25:19



# 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](mailto:cinnasblab@EMSL.com)

EMSL Order: 042412550

Customer ID: ATC55

Customer PO:

Project ID:

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

**Phone:** (402) 697-9747

**Fax:** (402) 597-8532

**Received Date:** 06/20/2024 9:30 AM

**Analysis Date:** 06/21/2024 - 06/22/2024

**Collected Date:** 06/18/2024

**Project:** 204BS07207 / DPPB / Basement Water Infiltration Mitigation / Dubuque, IA

## 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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
DPPB-4 <small>042412550-0001</small>	Floor B - Stairway - Plaster	Gray Fibrous Homogeneous	3% Cellulose 3% Hair	94% Non-fibrous (Other)	None Detected
DPPB-5 <small>042412550-0002</small>	Floor B - Stairway - Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-6 <small>042412550-0003</small>	Floor B - Wall Between Stairs and Boiler Room - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-7 <small>042412550-0004</small>	Floor B - Restroom - 12x12 Vinyl Floor Tile Green	Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-8 <small>042412550-0005</small>	Floor B - Restroom - Vinyl Floor Tile Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-9 <small>042412550-0006</small>	Floor B - Restroom - 6" Tan Cove Base	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-10 <small>042412550-0007</small>	Floor B - Restroom - Cove Base Mastic Tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-11 <small>042412550-0008</small>	Floor B - Restroom - Paint Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-12 <small>042412550-0009</small>	Floor B - Restroom - Drywall	Brown/White Fibrous Homogeneous	18% Cellulose	82% Non-fibrous (Other)	None Detected
DPPB-13 <small>042412550-0010</small>	Floor B - Restroom - Drywall Mud	White Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
DPPB-14 <small>042412550-0011</small>	Floor B - Wall by Boiler Room - Plaster	Gray Non-Fibrous Homogeneous	2% Hair	98% Non-fibrous (Other)	None Detected
DPPB-15 <small>042412550-0012</small>	Floor B - Wall East of Restroom - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-16 <small>042412550-0013</small>	Floor B - In the Bag - Drywall Mud	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-17 <small>042412550-0014</small>	Floor B - On the Roll - Drywall Tape	White Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
DPPB-18-Caulk <small>042412550-0015</small>	Floor E - Around Chute Door - Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
DPPB-18-Caulk 2 <small>042412550-0015A</small>	Floor E - Around Chute Door - Caulk	Tan Non-Fibrous Homogeneous		96% Non-fibrous (Other)	<b>4% Chrysotile</b>

Initial report from: 06/22/2024 11:24:30



# 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](mailto:cinnasblab@EMSL.com)

**EMSL Order:** 042412550  
**Customer ID:** ATC55  
**Customer PO:**  
**Project ID:**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
DPPB-19	Floor E - Wall Ground - Caulk	Black Non-Fibrous		100% Non-fibrous (Other)	None Detected
042412550-0016		Homogeneous			

Analyst(s)

Sean Dyson (3)

Trinh Tran (14)

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, PA ID# 68-00367, LA #04127

Initial report from: 06/22/2024 11:24:30



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

### Asbestos Bulk Building Materials - Chain of Custody

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

042410958

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

**Project Information**

Project Name/No: OPP BASEMENT WATER INFILTRATION 204 B3D7207 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 Date Sampled: 5/30/24 No. of Samples in Shipment: 3

**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.

**Test Selection**

**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 - Bulk**

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

**Other Tests (please specify)**

Positive Stop - Clearly Identified Homogeneous Areas (HA)

RECEIVED  
 EMSL  
 CINNAMINSON, N.J.  
 2024 MAY 31 P 12:41

Sample Number	HA Number	Sample Location	Material Description
		SEE OTHER SHEET	

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

Method of Shipment:	Sample Condition Upon Receipt:
Relinquished by: <u>Eric Brown</u> Date/Time: <u>5/30/24 17:00</u>	Received by: <u>[Signature]</u> Date/Time: <u>5/31/24 12:45</u>
Relinquished by:	Received by:

Controlled Document - Asbestos Bulk R7 9/14/2021  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.

3  
AP





EMSL ANALYTICAL, INC. LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Materials - Chain of Custody

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

RECEIVED EMSL CINNAMINSON, NJ 042412550

24 JUN 20 AM 10:55

Customer Information and Billing Information sections with fields for Company Name, Contact Name, Street Address, City, State, Zip, and Phone.

Project Information section including Project Name (DIPB WATER INFILTRATION MITIGATION), Project Order (204BS07207), and State of Connecticut (CT) selection.

Turn-Around-Time (TAT) section with checkboxes for 3 Hour, 6 Hour, 24 Hour, 32 Hour, 48 Hour (checked), 72 Hour, 96 Hour, 1 Week, and 2 Week.

Test Selection section with checkboxes for PLM - Bulk (reporting limit) and TEM - Bulk tests, including PLM EPA 600/R-93/116, PLM EPA NOB, POINT COUNT, NIOSH 9002, NYS 198.1, NYS 198.6 NOB, NYS 198.8, TEM EPA NOB, NYS NOB 198.4, and TEM EPA 600/R-93/116 w Milling Prep.

Table with 4 columns: Sample Number, HA Number, Sample Location, and Material Description. One entry in Sample Location reads 'SEEDTRAP SHEET'.

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

Method of Shipment and Sample Condition Upon Receipt section with fields for Relinquished by, Date/Time, and Received by.

Controlled Document - Asbestos Bulk R7 9/14/2021 and AGREE TO ELECTRONIC SIGNATURE checkbox.

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety.

Handwritten signature/initials in a circle.

042412550

ASBESTOS BULK SAMPLE FORM

Page \_\_\_ of \_\_\_



RECEIVED  
EMSL  
CINNAMINSON, NJ  
1117 Mockingbird Drive  
Omaha, NE 68137

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

Project Information

Client:	Project Description: BASEMENT WATER INFILTRATION MITIGATION	Project Manager: SH Inspector: EB
Date: 6/19/2014	Site Location: DUBUQUE, IA	ATLAS PROJECT NUMBER: 204B507207

Sample #	Material Description	Floor	Sample Location	Quantity
DPPB-4	PLASTER	B	STAIRWAY	
DPPB-5	SKIM COAT	B	STAIRWAY	
DPPB-C	PLASTER	B	WALL BETWEEN STAIRS & BOILER ROOM	
DPPB-7	12"X12" VFT GREEN	B	REST ROOM	
DPPB-8	VFT MASTIC	B	REST ROOM	
DPPB-9	6" TAN COVEBASE	B	..	
DPPB-10	COVEBASE MASTIC TAN	B	..	
DPPB-11	PAINT TEXTURE	B	..	
DPPB-12	DRYWALL	B	..	
DPPB-13	DRYWALL MUD	B	..	
DPPB-14	PLASTER	B	WALL BY BOILER ROOM DOOR	
DPPB-15	DRYWALL MUD	B	WALL E. OF REST ROOM	
DPPB-16	DRYWALL MUD	B	IN THE BAG	



**APPENDIX B**  
**LEAD PAINT TEST RESULTS**



**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077  
Telephone: 856-858-4800 Fax:856-786-5974  
EMSL-CIN-01

**EMSL Order ID:** 012418619  
**LIMS Reference ID:** AC18619  
**EMSL Customer ID:** ATC55

**Attention:** Steve Hudson  
Atlas Technical [ATC55]  
11117 Mockingbird Drive  
Omaha, NE 68137  
(402) 697-9747  
steve.hudson@oneatlas.com

**Project Name:** DPP Basement Water Infiltration Mitigation  
Project // 204BS07270

**Customer PO:**  
**EMSL Sales Rep:** Anthony DeRosa

**Received:** 05/31/2024 09:40  
**Reported:** 06/03/2024 19:06

**Analytical Results**

Analyte	Results	RL	Weight(g)	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
Client Sample ID: DPPB-1/Gray Metal Electrical Box							Date Sampled: 05/30/24		
Matrix: Chips							LIMS Reference ID: AC18619-01		
Lead	<0.008 % wt	0.008 % wt	0.2785	05/31/24 LP	SW-846 3050B	05/31/24 PMx	SW846-7000B		1
Sample Comments:									

**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077  
 Telephone: 856-858-4800 Fax:856-786-5974  
 EMSL-CIN-01

**EMSL Order ID:** 012420658  
**LIMS Reference ID:** AC20658  
**EMSL Customer ID:** ATC55

**Attention:** Steve Hudson, MS, CIH, CIEC  
 Atlas Technical [ATC55]  
 11117 Mockingbird Drive  
 Omaha, NE 68137  
 (402) 697-9747  
 steve.hudson@oneatlas.com

**Project Name:** DPPB Water Infiltration Mitigation /  
 204BS507207

**Customer PO:**  
**EMSL Sales Rep:** Anthony DeRosa  
**Received:** 06/20/2024 09:30  
**Reported:** 06/21/2024 16:34

**Analytical Results**

Analyte	Results	RL	Weight(g)	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
<b>Client Sample ID: DPPB-2/Restroom in Basement</b>							<b>Date Sampled: 06/19/24</b>		
<b>Matrix: Chips</b>							<b>LIMS Reference ID: AC20658-01</b>		
Lead	0.50 % wt	0.037 % wt	0.2726	06/20/24 LP	SW-846 3050B	06/21/24 PMx	SW846-7000B	D	5
Sample Comments:									
<b>Client Sample ID: DPPB-3/Window Frame</b>							<b>Date Sampled: 06/19/24</b>		
<b>Matrix: Chips</b>							<b>LIMS Reference ID: AC20658-02</b>		
Lead	11 % wt	0.70 % wt	0.2872	06/20/24 LP	SW-846 3050B	06/21/24 PMx	SW846-7000B	D	100
Sample Comments:									
<b>Client Sample ID: DPPB-4/Wall</b>							<b>Date Sampled: 06/19/24</b>		
<b>Matrix: Chips</b>							<b>LIMS Reference ID: AC20658-03</b>		
Lead	2.5 % wt	0.072 % wt	0.2795	06/20/24 LP	SW-846 3050B	06/21/24 PMx	SW846-7000B	D	10
Sample Comments:									
<b>Client Sample ID: DPPB-5/Steps to Restroom</b>							<b>Date Sampled: 06/19/24</b>		
<b>Matrix: Chips</b>							<b>LIMS Reference ID: AC20658-04</b>		
Lead	0.53 % wt	0.037 % wt	0.2676	06/20/24 LP	SW-846 3050B	06/21/24 PMx	SW846-7000B	D	5
Sample Comments:									
<b>Client Sample ID: DPPB-6/Stariway Wall</b>							<b>Date Sampled: 06/19/24</b>		
<b>Matrix: Chips</b>							<b>LIMS Reference ID: AC20658-05</b>		
Lead	1.1 % wt	0.036 % wt	0.2814	06/20/24 LP	SW-846 3050B	06/21/24 PMx	SW846-7000B	D	5
Sample Comments:									



# Lead Chain of Custody

EMSL Order Number / Lab Use Only

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

EMSL ANALYTICAL, INC.  
TESTING LABS • PRODUCTS • TRAINING

AC20658

PHONE: (800) 220-3675

EMAIL: CinnaminsonLeadLab@emsl.com

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

Project Information		
Project Name/No: DPPB WATER INFILTRATION MITIGATION 2048507207	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: <input type="checkbox"/> Commercial (Taxable) <input type="checkbox"/> Residential (Non-Taxable)
Sampled By Name: ERIC BROWN	Sampled By Signature: Eric Brown	No. of Samples in Shipment: 5

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.

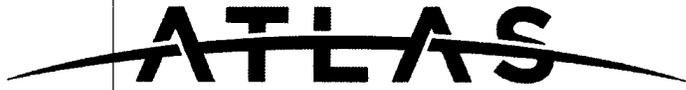
MATRIX	METHOD	INSTRUMENT	REPORTING LIMIT	SELECTION
CHIPS <input checked="" type="checkbox"/> % by wt. <input type="checkbox"/> ppm (mg/kg) <input type="checkbox"/> mg/cm <sup>2</sup> *Reporting Limit based on a minimum 0.25g sample weight. **Not appropriate for Ceramic Tiles - XRF is recommended	SW 846-7000B	Flame Atomic Absorption	0.008% (80ppm)	<input checked="" type="checkbox"/>
	SW 846-6010D*	ICP-OES	0.0004% (4ppm)	<input type="checkbox"/>
AIR	NIOSH 7082	Flame Atomic Absorption	4µg/filter	<input type="checkbox"/>
	NIOSH 7303M	ICP-OES	1.0µg/filter	<input type="checkbox"/>
	NIOSH 7303M	ICP-MS	0.05µg/filter	<input type="checkbox"/>
WIPE <input type="checkbox"/> ASTM <input type="checkbox"/> NON-ASTM *If no box is checked, non-ASTM Wipe is assumed	SW 846-7000B	Flame Atomic Absorption	10µg/wipe	<input type="checkbox"/>
	SW 846-6010D*	ICP-OES	1.0µg/wipe	<input type="checkbox"/>
TCPL	SW 846-1311 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW 846-1311 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
SPLP	SW 846-1312 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW 846-1312 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
TTLC	22 CCR App. II, 7000B	Flame Atomic Absorption	40mg/kg (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW 846-6010D*	ICP-OES	2mg/kg (ppm)	<input type="checkbox"/>
STLC	22 CCR App. II, 7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW 846-7000B	Flame Atomic Absorption	40mg/kg (ppm)	<input type="checkbox"/>
	SW 846-6010D*	ICP-OES	2mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/> PH<2 Preserved with HNO3 <input type="checkbox"/>	SM 3111B / SW 846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water Unpreserved <input type="checkbox"/> PH<2 Preserved with HNO3 <input type="checkbox"/>	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter	<input type="checkbox"/>
Other:				<input type="checkbox"/>

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

Method of Shipment:	Sample Condition Upon Receipt:
Relinquished by: Eric Brown	Received by: JUDY EFX
Date/Time: 6/19/2024 18:00	Date/Time: 6/20/24 9:30am
Relinquished by:	Received by:
Date/Time:	Date/Time:

AC20658  
PAINT CHIP SAMPLE LOG SHEET

Page \_\_\_ of \_\_\_



11117 Mockingbird Drive  
Omaha, NE 68137

Phone (402) 697-9747

Project Information

Client:	Project Description: BASEMENT WATER INFILTRATION MITIGATION	Project Manager: SH Inspector: ED
Date: 5/19/2024	Site Location: DUBUQUE, IA	ATLAS PROJECT NUMBER: 204BS07207

Sample #	Paint Color	Substrate	Sample Location	Quantity
DPPB-2	HONEY CARAMEL	WOOD	RESTROOM in BASEMENT	
DPPB-3	CREAM OVER GREEN OVER GRAY	METAL	WINDOW FRAME	
DPPB-4	<del>WHITE</del>	BRICK	WALL	
DPPB-5	GRAY	CONCRETE	STEPS TO RESTROOM	
DPPB-6	OFFWHITE OVER GREEN	PLASTER	STAIRWAY WALL	





**APPENDIX C**

**PHOTO LOG**

**Photo Log**

DPP Basement Water Infiltration Mitigation Project ■ Dubuque, IA  
Date Taken: May 30 & June 19, 2024 ■ Atlas Project No. 204BS07207



**Photo #1** Looking at DPP Building.



**Photo #2** Looking at the basement room with the water infiltration problem.



**Photo #3** Lead-based paint on concrete wall in basement (Sample DPPB-5).



**Photo #4** Lead-based paint on brick wall in basement (Sample DPPB-4).



**Photo #5** Lead-based paint on window in restroom (Sample DPPB-3).



**Photo #6** Asbestos black caulking around chute door (Sample DPPB-18).

**APPENDIX D**  
**STAFF ACCREDITATIONS**

**ERIC BROWN**

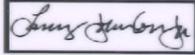
**DOB: 05-07-1970**

**Issued: 02-27-2024**



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

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

   
**Asbestos** **Larry Johnson, Jr.**  
**Labor Commissioner**

**SECTION 00 3143**

**PERMIT APPLICATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 PERMIT APPLICATION INFORMATION**

- A. State Building Code Plan Review: The plan review and inspections for this project have been applied for by the Architect. Please contact your inspector prior to construction and occupancy.
- B. 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.

**END OF SECTION**

**SECTION 00 4116**

**BID FORM**

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

RFB #939000-01

**BID FORM for CONSTRUCTION CONTRACT**

for

Department of Corrections 1<sup>st</sup> Judicial District Dubuque Probation and Parole  
745 Main St. Dubuque, IA 52001  
Project 9390.00

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 October 25, 2024 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: General Construction

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

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

BP 02

Description: Electrical and Low Voltage

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

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

**ALTERNATE PACKAGES:**

ALT 01

Description: (ADD) State the lump sum price to provide a hot fluid applied, rubberized asphalt waterproofing membrane in lieu of the cold fluid applied membrane in the base bid.

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

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

**UNIT COSTS:**

UNIT COST 01

Description: Additional Concrete Crack Repairs

\_\_\_\_\_ 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.

**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.

**END OF SECTION**

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

<b>CONTRACTOR</b>	<b>BID NO.</b>
(to be completed by bidder)	
	<b>PAGE #</b>

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

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

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

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

**SECTION 00 4313**

**BID SECURITY FORMS**

**PART 1 - GENERAL**

**1.01 BID SECURITY FORMS**

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

**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](http://www.consensusdocs.org/guidebook).

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

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

---

**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 Oblige 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 Oblige shall accept the bid of the Constructor, the Constructor shall enter into an Agreement with the Oblige 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 Oblige the difference between the amount of Constructor's bid and the amount of such agreement the Oblige 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.

**END OF SECTION**

# ConsensusDocs 802

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

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



### TABLE OF ARTICLES

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

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



## ARTICLE 1 AGREEMENT

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

OWNER

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

and the

TRADE CONTRACTOR

*Contractor Name*

*Address*

*City, State, Zip*

for work in connection with the following

PROJECT

*XXXX.XX - Project Name*

The CONSTRUCTION MANAGER is

*Construction Manager Name*

*Address*

*City, State, Zip*

The DESIGN PROFESSIONAL for the Project is

*Designer Name*

*Address*

*City, State, Zip*

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

## ARTICLE 2 GENERAL PROVISIONS

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

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

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

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



treatment.

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

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

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

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

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

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

#### No exceptions

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

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

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

#### 2.8 DEFINITIONS



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

### ARTICLE 3 TRADE CONTRACTOR'S OBLIGATIONS

#### 3.1 GENERAL RESPONSIBILITIES

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

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

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

#### 3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

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

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

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

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



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

### 3.3 RESPONSIBILITY FOR PERFORMANCE

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

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

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

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

### 3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

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

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

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



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

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

### 3.5 MATERIALS FURNISHED BY THE OWNER OR OTHERS

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

### 3.6 TESTS AND INSPECTIONS

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

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

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

### 3.7 WARRANTY



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

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

### 3.8 CORRECTION OF TRADE CONTRACT WORK WITHIN ONE YEAR

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

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

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

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



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

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

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

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

### 3.9 CORRECTION OF COVERED TRADE CONTRACT WORK

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

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

### 3.10 SAFETY OF PERSONS AND PROPERTY

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

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

3.10.2.1 its employees and other persons at the Worksite;

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

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

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



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

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

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

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

### 3.11 EMERGENCIES

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

### 3.12 HAZARDOUS MATERIALS

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

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

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

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



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

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

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

### 3.12.7 MATERIALS BROUGHT TO THE WORKSITE

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

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

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

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

### 3.13 SUBMITTALS

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



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

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

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

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

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

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

(Check one only)

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

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

### 3.14 PROFESSIONAL SERVICES

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



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

### 3.15 WORKSITE CONDITIONS

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

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

### 3.16 PERMITS AND TAXES

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

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

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

3.16.3 (Deleted)

### 3.17 CUTTING, FITTING AND PATCHING

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

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

### 3.18 CLEANING UP

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



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

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

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

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

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

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

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### 4.1 INFORMATION SERVICES

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

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

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



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

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

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

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

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

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

4.3 Deleted

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



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

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

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

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

## ARTICLE 5 SUBCONTRACTS

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

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

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

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

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



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

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

5.4 Deleted

#### 5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

### ARTICLE 6 TRADE CONTRACT TIME

#### 6.1 PERFORMANCE OF THE TRADE CONTRACT WORK

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

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

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

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

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



### 6.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

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

### 6.5 LIQUIDATED DAMAGES

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

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



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

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

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

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

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

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

## ARTICLE 7 TRADE CONTRACT PRICE

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

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

### 7.2 ALLOWANCES

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



Work.

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

## ARTICLE 8 CHANGES

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

### 8.1 TRADE CHANGE ORDER

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

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

### 8.2 TRADE CONTRACT INTERIM DIRECTED CHANGE

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

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

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



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

### 8.3 DETERMINATION OF COST

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

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

8.3.1.2 a mutually accepted, itemized lump sum;

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

## ARTICLE 9 PAYMENT

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

### 9.2 PROGRESS PAYMENTS

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

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

### 9.2.3 CLAIM WAIVERS

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



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

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

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

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

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

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

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

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

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

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

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

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



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

## 9.6 SUBSTANTIAL COMPLETION

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

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

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

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

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

## 9.8 FINAL PAYMENT

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



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

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

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

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

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

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

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

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

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

## ARTICLE 10 INDEMNITY, INSURANCE, WAIVERS AND BONDS

### 10.1 INDEMNITY

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

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



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

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

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

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

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

## 10.2 TRADE CONTRACTOR'S INSURANCE

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



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

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

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

10.2.1.3 Business Automobile Liability Insurance

a. \$1,000,000 Each Accident

10.2.1.4 Commercial General Liability Insurance

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

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

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

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

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

#### 10.2.5 ADDITIONAL LIABILITY COVERAGE

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

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

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



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

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

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

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

### 10.3 OWNER'S INSURANCE

10.3.1 Deleted.

10.3.2 Deleted.

### 10.4 PROPERTY INSURANCE

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

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



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

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

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

## 10.5 PROPERTY INSURANCE LOSS ADJUSTMENT

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

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

## 10.6 WAIVERS

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

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

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

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

## 10.8 BONDS Performance and Payment Bonds

are

are not

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



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

## **ARTICLE 11 SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT**

### **11.1 SUSPENSION BY OWNER FOR CONVENIENCE**

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

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

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

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

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

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

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



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

### 11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

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

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

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

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

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

### 11.4 TERMINATION BY OWNER FOR CONVENIENCE

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

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

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

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

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



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

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

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

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

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

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

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

## 11.5 TRADE CONTRACTOR'S RIGHT TO TERMINATE

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

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

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

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

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

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

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

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



11.5.2.4 otherwise materially breaches this Agreement.

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

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

## ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

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

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

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

(Designate only one.)

Project Neutral

Dispute Review Board

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

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



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

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

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

(Designate only one.)

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

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

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

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

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

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

### ARTICLE 13 MISCELLANEOUS PROVISIONS

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

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

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



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

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

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

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

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

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

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

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



Contractor has questions regarding its meaning or application.

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

#### ARTICLE 14 TRADE CONTRACT DOCUMENTS

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

RFBXXXXXXXXX Bid Package X

#### 14.2 INTERPRETATION OF TRADE CONTRACT DOCUMENTS

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

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

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

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

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

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

OWNER State of Iowa, Department of Administrative Services



Trade Contractor: *Contractor Name*

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

(Authorized Representative)

Name:

Title:

Date:

Owner: State of Iowa - DAS

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

(Authorized Representative)

Name:

Title:

Date:

END OF DOCUMENT.

DRAFT



**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).

**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](http://www.consensusdocs.org/guidebook).

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

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

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

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**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)

**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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**CONSENSUSDOCS 261  
PAYMENT BOND**

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

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

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

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

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

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

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

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

3. LIMITATION OF ACTION No suit or action shall be commenced on this Bond by any Claimant  
a. Unless Claimant, other than one having a direct Contract with the Constructor, shall have given written notice to the Constructor, the Owner and the Surety within ninety (90) Days after the Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which the claim is made, stating with substantial accuracy the amount claimed and the name of the Party to whom the materials were furnished, or for whom the work or labor was provided or performed. Such notice shall be served by any means which provides written third party verification of delivery to the Constructor at any place it maintains an office or conducts business, or served in any manner in which legal process may be served in the state in which the Project is located.  
b. After the expiration of one (1) year from the date on which the Claimant last performed labor or furnished materials or equipment on the Project. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.  
c. Other than in any court of competent jurisdiction in the location in which the Project is located.

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

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

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

By: .....

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

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

(Attach Power of Attorney)

Witness: .....

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

By: .....

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

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

Witness: .....

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

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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: Department of Corrections 1<sup>st</sup> Judicial District Dubuque Probation and Parole at 745 Main St. Dubuque, IA 52001
- B. DAS Project #: 9390.00
- 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: Jarrad Boever, DCI Group, 220 SE 6<sup>th</sup> St. Suite 200 Des Moines, IA 50309

##### 1.03 PROJECT SUMMARY

- A. The project includes Basement Water Infiltration Mitigation.
- B. Target date to provide substantial completion is October 16, 2025.

##### 1.04 BID SCOPE SUMMARY

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

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

#### **1.05 WORK HOUR RESTRICTIONS**

- A. Work hours are from 8:00AM to 5:00PM, Monday through Friday unless arrangements are made in advance.

#### **1.06 CONTRACTOR USE OF SITE AND PREMISES**

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

#### **1.07 OWNER OCCUPANCY**

- A. The 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. Secure all tools at the end of the day.
- J. Maintain control of all tools, supplies, and debris at all times during the work.

## 1.09 BID PACKAGE INSTRUCTIONS

- A. **Bid Package #01** – General Construction: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
1. Include Specifications:
    - a. Division 00 – Procurement and Contracting Requirements
    - b. Division 01 – General Requirements
    - c. Division 02 – Existing Conditions
      - 1) 02 4119 – Selective Structure Demolition
    - d. Division 03 – Concrete
      - 1) 03 0137 – Rehabilitation of Cast-in-Place Concrete
      - 2) 03 3053 – Miscellaneous Cast-in-Place Concrete
    - e. Division 05 – Metals
      - 1) 05 5000 – Metal Fabrication
    - f. Division 07 – Thermal and Moisture Protection
      - 1) 07 1413 – Hot Fluid Applied Waterproofing
      - 2) 07 1416 – Cold Fluid Applied Waterproofing
      - 3) 07 9200 – Joint Sealants
      - 4) 07 9500 – Expansion Control
    - g. Division 09 – Finishes
      - 1) 09 2400 – Cement Plastering
      - 2) 09 2900 – Gypsum Board
      - 3) 09 9100 – Painting
    - h. Division 21 – Fire Suppression
      - 1) 21 0500 – Common Work Results for Fire Suppression
    - i. Division 22 – Plumbing
      - 1) 22 1005 – Plumbing Piping
    - j. Division 26 – Electrical
      - 1) 26 0505 – Selective Demolition for Electrical
      - 2) 26 0519 – Low-Voltage Electrical Power Conductors and Cables
      - 3) 26 0529 – Hangers and Supports for Electrical Systems
      - 4) 26 0533.13 – Conduits for Electrical Systems
    - k. Division 27 – Communications
      - 1) 27 1000 – Structured Cabling
    - l. Division 31 – Earthwork
      - 1) 31 2000 – Earthmoving
  2. Include Drawings: A0.0, A0.1, A1.0, A1.1, A1.2, A1.3, A2.0, PD1.0, PD1.1, P1.0, P1.1, ED1.0, ED1.1, E1.0, E1.1.
  3. General
    - a. The contractor will be responsible for any permitting and fees associated with the temporary closures of any sidewalks / drives pertaining to this bid package.
    - b. Contractors performing plaster patching & painting are to be lead certified to work in areas containing lead paint.
    - c. The contractor will be responsible for coordinating & verifying all existing utility locations before removing asphalt & excavating in the alley.
    - d. The contractor shall be responsible for the final cleaning of the construction area. This shall include the removal of temporary protection and all foreign substances.
  4. Temporary Needs
    - a. This contractor shall install, maintain, and remove any temporary partition separating the construction area from the general public. Temporary partitions shall include means for egress.
    - b. Contractor is responsible for signage as needed to maintain life safety while temporary partitions are in place.

5. Demolition
  - a. This Contractor shall, in cooperation with the Construction Manager, fully inspect and record existing conditions of existing construction to remain BEFORE demolition or removal begins. Documentation of existing conditions shall be submitted to the construction manager prior to the start of work. Any damage not previously identified and recorded will be replaced and/or repaired by this contractor at this contractor's expense.
  - b. This contractor will be responsible for the removal of the steel cover in the alley outside of the back door. Window well to be infilled to -6" of grade with lightweight concrete slurry. Window demo and infill by others. Contractor will also be responsible for the forming and infill of (2) 24" manholes.
  - c. The contractor will be responsible for wall demo in the corridor for chase access. Once new power feeds have been installed by then this area will need to have the drywall patched and painted to match existing.
  - d. This contractor will be responsible for the removal of asphalt pavement / base in the alley to expose concrete lid. Hand dig around gas, water and other existing utilities will be **required**. The contractor will also need to remove the top 8" of concrete window well below grade for asphalt as indicated in the drawings.
  - e. This contractor will be responsible for the removal of existing bollards, downspouts, exhaust ducts, and concrete piers. This will include the patching of the conduit / pipe penetrations along with any other penetrations through the concrete lid.
  - f. The contractor will be responsible for the removal and hauling away of debris associated with this bid package. Coordinate the location of dumpster with construction manager and city. The contractor will be responsible for any permitting and fees required.
6. Plumbing
  - a. The contractor will be responsible for the demo of the sprinkler piping as indicated in the drawings and replacement of the 4" sprinkler riser to FDC and shut off valve. The contractor will be responsible for fire watch staffing if required.
7. Finishes
  - a. The contractor will be responsible for any plaster patching, drywall repairs, and primer/painting of noted areas to match existing. Plaster patching / drywall repairs shall be completed after the roof replacement has been completed as part of project 9391.00 - DOC 1JD DPP Tuckpointing and Roof Replacement. Projects are to run consecutively but the contractor shall account for any additional mobilizations required to complete this scope after roof replacement has been completed.
  - b. The contractor will be responsible for inspecting the top of the concrete lid once the asphalt and base has been removed. Rout all cracks, apply crack repair compound and cover with mastic. Install Mastic sealant to perimeter of manhole lids before covering with membrane along with any other existing utility penetrations. Install ¾" wide building expansion joint between building and asphalt. Fill gap under expansion joint with pourable sealant. Install 60 Mil sheet waterproofing membrane with colored HDPE protection board. Waterproofing membrane to extend 18" down the outside and +16" up exterior wall once parge coating has been removed (by this bid package). Cover with protection board, continuous counterflashing and sealant on all exposed edges.
  - c. Once waterproofing has been completed the contractor will be responsible for the installation of 6" of asphalt over 6" subbase over 8" of compacted fill. Seal perimeter joints with hot asphalt.
  - d. This contractor will be responsible for the installation of new stanchions and bollards.

- B. **Bid Package #02 – Electrical and Low Voltage:** Trade Contractor shall include all of the following, but not limited to, as part of the contract:
1. Include Specifications:
    - a. Division 00 – Procurement and Contracting Requirements
    - b. Division 01 – General Requirements
    - c. Division 02 – Existing Conditions
      - 1) 02 4119 – Selective Structure Demolition
    - d. Division 26 – Electrical
      - 1) 26 0505 – Selective Demolition for Electrical
      - 2) 26 0519 – Low-Voltage Electrical Power Conductors and Cables
      - 3) 26 0529 – Hangers and Supports for Electrical Systems
      - 4) 26 0533.13 – Conduits for Electrical Systems
    - e. Division 27 – Communications
      - 1) 27 1000 – Structured Cabling
  2. Include Drawings: A0.0, A0.1, E0.0, ED1.0, ED1.1, E1.0, E1.1.
  3. General
    - a. The contractor will be responsible for any permitting and fees associated with the temporary closures of any sidewalks / drives pertaining to this bid package.
    - b. The contractor shall be responsible for the final cleaning of the construction area. This shall include the removal of temporary protection and all foreign substances.
    - c. This Contractor shall, in cooperation with the Construction Manager, fully inspect and record existing conditions of existing construction to remain BEFORE demolition or removal begins. Documentation of existing conditions shall be submitted to the construction manager prior to the start of work. Any damage not previously identified and recorded will be replaced and/or repaired by this contractor at this contractor's expense.
  4. Electrical and Low Voltage
    - a. This Contractor shall be responsible for all core drilling required for this scope of work. Core drill locations shall be submitted to Architect/Engineer for approval prior to proceeding with work. This shall include exact dimensional locations as well as sizes.
    - b. The contractor will be responsible for any temporary demolition required for this bid package to include the removal of the ACT ceiling needed for the installation of the new fiber optic runs. The contractor will be responsible for the reinstallation of ACT ceiling and completing any repairs for damage caused by the installation of this bid package.
    - c. The contractor will be responsible for demo of the existing circuits serving the downspouts heat trace. This contractor will be responsible for running a new power feed for heat trace and terminating it in a J-box as indicated in the drawings. Coordinate heat trace locations and revisions with roof replacement and tuckpointing project. Installation of ¾" conduits with heat trace conductors up through chase. Penetrate exterior wall as high as possible.
    - d. The contractor will be responsible for running new power conduits as indicated in the drawings. This will include the removal of splice boxes and conduits up to electric meter in the alley. Route (2) parallel sets of (4) #500 +(1) 2/0 ground copper conductors each in new 3" conduit up through ceiling at chase location and to existing electrical meter location in the alley. Route 3" conduits to existing MDP and re-feed panel. Coordinate with roof replacement and tuckpointing.
    - e. The contractor will be responsible for the removal of the fiber optic splice box and conduit as indicated in the drawings. Minimize shutdowns to nights/weekends as much as possible. Coordinate shutdowns with owner, DCI Group, DAS and design team. Route (2) 12-strand fiber optic cables through 1<sup>st</sup> floor ceiling to data closet. Provide sleeves at each open end of conduits. Coordinate exact routing with owner/construction manager prior to start of work.
    - f. Removal of fire alarm gong conductors to fire sprinkler service and salvage for reuse. Route new conductors from new gong location to fire sprinkler entrance in

- basement sprinkler room and reinstall gong. The contractor will be responsible for fire watch staffing if required.
- g. Contractor shall not drill through existing beam. Contractor shall pre-mark penetration locations for owner/designer team review prior to drilling. Once approved the contractor shall drill pilot holes prior to core drilling to verify location does not penetrate beam.
  - h. Contractor to remove abandoned conduits as indicated in the drawings.
- C. **Alternate #01** – (Add) Hot fluid applied Waterproofing: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
- 1. (Add) Hot fluid applied, rubberized asphalt waterproofing membrane in lieu of the cold fluid applied membrane in the base bid.
  - 2. 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.
- D. **Unit Price #01** – Additional Concrete Crack Repairs: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
- 1. State the lineal foot cost to rout out and apply crack repair compound in cracks on the exterior concrete surfaces of basement room ceiling as directed. Prepare the adjacent concrete and install per specifications. Include mastic top coating after cured.
  - 2. Unit of Measurement: 1 Lineal Foot.

**END OF SECTION**

## SECTION 01 1201

### GENERAL WORK REQUIREMENTS

#### 1.01 BIDDING

- A. Trade Contractor shall include all applicable fees, permits, freight, hoisting, scaffolding, clean up, supervision, overhead, etc. to perform his work.
- B. The owner will provide the general building permit only. All other permits required for completion of contractor's scope of work or by any governing body are the responsibility of said contractor.
- C. Bidders to review ALL Bid Packages to fully understand the requirements of each package. Where two bid packages conflict, confirm with Construction Manager as to which package is to perform the work noted before bidding. After bidding, any conflict noted will be evaluated by the Construction Manager. The Construction Manager will then determine which package should perform the work and which package will credit the associated work's cost.
- D. Where conditions conflict in the project manual or project drawings, contact the Construction Manager for clarification. When in doubt figure the more extensive requirement.
- E. Each contractor is responsible for the identification of alternates and how they relate to each bid package. If a bid package is affected in ANY way by ANY of the alternates, an add/deduct should be noted on the bid form. If there is no change in cost write zero dollars.
- F. The Contractor should visit the site of the Work to acquaint the firm with all local conditions affecting the Contract, including the structure of the ground, the obstacles which may be encountered, and all other conditions relative to the Work to be performed; and shall not be allowed any extra compensation by reason of any difficulties or obstacles which the Bidder could have discovered or reasonably anticipated prior to Bidding. Contractor shall review Instructions to Bidders for coordination of site visits.
- G. On all project Drawings, figures take precedence over measurement by scale, and any scaling is done at the Contractor's own risk. The Design Professional shall decide on questions that may arise regarding the meaning and intent of the Project Drawings and Project Specifications. Should any details or figures have been omitted which are necessary to a clear understanding of the Work or should any error appear in either, or should discrepancies be found between the Project Drawings and Project Specifications, it shall be the duty of the Contractor to notify the Construction Manager of such omissions, errors, or discrepancies, and in no case proceed in uncertainty. Mistakes resulting from the Contractor's neglect to notify the Construction Manager in such matters shall be corrected at the expense of the Contractor. Bidders are responsible for all electronic documents and their use is at their risk.
- H. Construction Manager (DCI Group) has been engaged for this Project to serve as an advisor to the Owner and to provide assistance in administering the Contract for Construction between Owner and the Contractor. The Construction Manager will not be providing any self-performed work for this Project.
- I. All Contractors are responsible for on the job supervision of their work, or any subcontracted work. An onsite Superintendent or lead foreman is required during any time that work is being performed to coordinate their work and work with other trades. No superintendent or lead foreman may be replaced without approval of the Owner and DCI Group. Any work necessary to be performed after the regular working hours shall be supervised and shall be done at no additional cost to the Owner.
- J. All food and drinks shall be confined to CM designated areas and a maintained covered trash container shall be provided by the contractor. Failure to comply with this rule may cause a need for extra cleaning efforts by others which will result in a back charge to the Contractor.
- K. Tools, materials, and equipment storage and security is the responsibility of each Contractor.
- L. All work shall comply with the applicable codes and standards adopted by the Authority having Jurisdiction.
- M. All Authorities having Jurisdiction inspections shall be requested by the responsible contractor and coordinated through the Construction Manager. Attendance by contractors is mandatory as applicable to the work being inspected.
- N. All contractors must have the appropriate licenses to perform work in the jurisdictions.

- O. Before ordering any materials or performing any Work, the Contractors shall verify all measurements at the Project Site for the particular Work and be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of differences between actual dimensions and the measurements shown on the Project Drawings. Any noticeable discrepancy in this request shall be reported to the Construction Manager immediately for his consideration and decision. All the component parts of the Work shall be carefully checked and laid out in order that the structure as a whole shall conform to the intent of the Project Drawings and Project Manual.
- P. The Contractor shall have personnel attending regular project meetings. These meetings will be held at intervals established by the Construction Manager. Contractor must have representative attending when they are on the job or needed for coordination prior to having work start on the project. The representative attending must be able to adequately represent the Contractor and speak on the Contractors behalf providing valuable information to the meeting; specifically, things such as schedule, cost, production, manpower, etc.
- Q. Contractor will be required to attend all pre-installation conferences before commencement of related work.
- R. Trade Contractor shall complete a daily log for each work day on site and submit to Construction Manager. Content of daily log will be directed by Construction Manager.
- S. This Contractor is responsible to protect all openings made to the existing buildings envelope, as required for this bid package work, for the entire time work is being conducted until the new work scope is completed. This protection shall include but is not limited to protection against; rain, snow, wind infiltration, security and temperature fluctuations. Trade Contractor will maintain all weather protection provisions until permanent work is completed. All cost relating to damage incurred to existing facilities as a result of improper weather protection provisions will be borne by the Trade Contractor.

## **1.02 SAFETY**

- A. The contractor shall comply with all local and federal, safety and health requirements.
  - 1. Contractor will provide a safety plan customized for the project to DCI Group.
  - 2. It is the contractor's responsibility to notify other contractor's on the jobsite of any hazardous materials to which their employees may be exposed.
  - 3. All Contractors shall inform their employees to immediately advise their supervisor of any unsafe conditions that are encountered. The supervisor shall promptly remediate such danger and/or contact the Construction Manager.
  - 4. Contractors performing hot work are to have a fire extinguisher in their work areas at all times as applicable.
  - 5. All Contractors are responsible for their own fall protection.
  - 6. Contractors are required to provide emergency phone numbers upon the request of the Construction Manager. Emergency phone numbers are numbers where the Contractor can be reached during off hours.
  - 7. All floor edge, roof and similar openings, barricades, handrails, or cabling for fall protection will be installed by the Contractor that creates the hazard as part of that Contractor's scope of work. At no time shall an opening be left unprotected from fall hazard. All Contractors shall protect and maintain such devices per OSHA standards. When a device conflicts with the work of this bid package or when the work of this bid package replaces the need for such devices, this Contractor is responsible for removal. If the work of this Contractor requires additional holes/penetrations, this Contractor shall provide necessary protection until final materials are installed.
  - 8. No fire exit can be blocked at any time.

## **1.03 SITE MANAGEMENT**

- A. All contractors are responsible for all their own utility locates. This shall include both public and private locates. All Contractors shall coordinate locates with One Call Services.

- B. When active services are encountered in the Work, protect, brace and support existing active sewers, gas, electric or other services, where required for proper execution of the Work. If existing active services are encountered that require relocation, make request in writing for determination. Do not proceed with Work until written directions are received. Do not prevent or disturb operation of active services that are to remain.
- C. All contractors are required to protect their work. Provide proper protection for all existing work performed by others when performing your work next to, or around, other materials. Repair or replacement of any damaged material will be the responsibility of the contractor who damaged it.
- D. All contractors/vendors are responsible for their own cutting and patching unless otherwise specified.
- E. All contractors shall provide protection to the building at any penetrations created by that bid package. This shall include protection from rain, wind, temperatures, humidity, animals, or unauthorized access. Protection shall be in place and maintained until final penetration sealants or repairs are made.
- F. All contractors are responsible for maintaining dust control during their work.
- G. Contractors shall be responsible for maintaining traffic control coordination with the Owner, DCI Group, and the Authority Having Jurisdiction.
- H. Public and private roadways will be maintained and cleaned as required by the contractor leaving debris, mud, excess gravel, etc. on roadways at their expense as defined in bid packages.
- I. No steel track mounted equipment will be allowed on finished paved surfaces. Any damage to the finished paved surfaces will be repaired at the cost to the contractor causing such damage.
- J. Bridging of finished pavement will be responsibility of the contractor. This includes bridging curbs, pavement, sidewalks, etc. Any damage to the aforementioned including pavement markings will be repaired or replaced at the cost of the contractor causing such damage.
- K. Contractors that have work that requires equipment off of the existing road ways are required to locate and protect from damage all under and above ground existing features such as utilities, tunnels, landscaping, etc... The Contractor will be responsible to repair back to original condition any damages that occur, including but not limited to ruts and sod damage.
- L. Any areas disturbed or damaged by one's operation are to be repaired to Owner/Construction Manager's satisfaction.
- M. Contractor shall clean their installed materials prior to the next successor activity.
- N. Any signs located on the jobsite must be approved by the Construction Manager. Signage will not be allowed in most cases unless it is required for safety or provides instruction.
- O. Receiving, unloading and handling of material provided by the bid package shall be included. Spotting location shall be coordinated with the Construction Manager. All deliveries shall be coordinated with other Contractors and Construction Manager in advance of the delivery. Provide freight to the jobsite for any material provided. If storage is not available onsite, each bid package shall include other means of secure storage. If contractor is not onsite to unload delivery, the delivery will be rejected and will have to be re-scheduled at the contractor's expense. Materials must be stored off the ground, out of the mud and on a solid surface. As required or needed, material should be stored on dunnage or pallets in order to keep it off the ground or surface below. Special storage is the responsibility of respective contractor.
- P. Contractor shall not store materials within construction designated locations without approval from Construction Manager. No materials storage will be allowed that may inhibit construction progress.
- Q. The Contractors shall layout and correctly establish all lines, levels, grades, positions, walls, partitions, equipment and location of all Work on the Project and be responsible for their accuracy and proper correlation with control lines, monuments and data furnished. Such monuments and data shall be carefully preserved and, if displaced, reset at the expense of the persons displacing them.
- R. All Contractors are responsible for the coordination of their work with the complete set of specifications, construction drawings, addenda, request for information (RFI's), Architect's Instruction to Contractor (ITC), shop drawings, coordination drawings, and other contract modifications.
- S. Contractor shall carefully inspect any work performed by others that is to receive, align, abut or similarly relate to the Contractor's work and shall immediately notify the Construction Manager in

writing of any apparent defects or inconsistencies. The Contractor is responsible for coordinating and verifying the dimension, measurements, and elevations at the project site relevant to the Contractor's work. If Contractor commences his work without such written notice, such commencement shall constitute acceptance of all such work performed by others and of all such field conditions, and all costs incurred in connection with the Contractor's work as a result thereof shall be borne by Contractor.

- T. Incorporate construction tolerances for the work of others into the design of the systems in this scope of work. Include field measurements of work by others and any necessary adjustments to systems prior to fabrication to accommodate such allowable tolerances, or accept all costs to correct materials, which do not fit job conditions.
- U. Any interior work that is scheduled to be completed while Owner is in normal operation must be sensitive to the Owners continued use of the building. No workers are allowed to be in areas of the building that are not directly related to scope of work. Hallways and general access paths to construction areas must also be kept clean at all times. The Owner has the right at any time to shut down any construction activities that they deem to be too much of a distraction to the occupants of the building.
- V. All contractors are responsible for familiarizing themselves with the coordination and sequencing requirements related to Owner furnished equipment.
- W. If not already required by the contract documents and reasonably requested by the Construction Manager, the Contractor shall prepare coordinated drawings in areas of congestion specifically noting and advising the Construction Manager of potential conflicts between the Contractor's work and other work at the project. Even with such cooperative and coordinated efforts should a conflict occur the Construction Manager will determine how such conflicts should be resolved and its decision in that regard will be final. The Contractor agrees to abide by such decisions and make any changes required to eliminate such conflict without additional costs or expense to the Owner.

#### **1.04 SCHEDULE MANAGEMENT**

- A. Prior to the commencement of the construction for the Prime Contract Work, the Prime Contractor shall participate in a minimum of two (2) joint planning meetings with the Construction Manager and other Prime Contractors for the purpose of planning the overall Construction Schedule. A Preliminary Construction Schedule as developed by the Construction Manager will be used as the basis of the overall Construction Schedule. In consultation with the Prime Contractor, the Construction Manager shall incorporate the Prime Contract Work and work of other prime contractors into the overall Construction Schedule for the entire project. Critical Milestones and working hours as defined by the Construction Manager (as included in the bidding documents) will not be altered. The Prime Contractor shall on a weekly basis (at a minimum) provide the Construction Manager scheduling information with regards to progress and work to be performed in the next 4 (four) weeks. The Prime Contractor shall be bound by the Construction schedule. Nothing in the Prime Contract Agreement shall relieve the Prime Contractor of any liability for any unexcused failure to comply with the agreed upon overall Construction Schedule or any completion dates. The Construction Manager shall have the right to coordinate the Prime Contractors, including the right, if necessary, to change the time, order and priority in which the various portions of the Prime Contract Work and other work associated with the Project shall be performed.
- B. All Contractors shall cooperate with the Construction Manager and with other Contractors. The completion of the Work will depend upon a collective effort by all parties involved.

#### **1.05 GENERAL HOUSEKEEPING**

- A. Daily cleanup (broom clean) of dust and debris from construction operation is part of each contractor's scope of work. If any contractor fails to keep the site clean and organized on a continuous basis, the Construction Manager will notify the contractor in writing only once. The contractor will then have 24 hours to correct the situation. If the contractor fails to correct the situation, the Construction Manager will hire another party for cleaning and charge the said

contractor. Trade Contractor shall submit prior to beginning work a plan to the Construction Manager defining manpower and methods for achieving daily cleanup. If Construction Manager deems necessary, each Trade Contractor shall provide 1 employee for each 5 employees on the project to clean all work areas and/or staging areas to a broom clean condition. If the Trade Contractor has less than 5 employees on site, the contractor will provide 1 employee to the necessary cleanup requirement. Cleanup duration will take as long as it takes to achieve the broom clean results.

- B. Contractor plan tables and break areas will be restricted to the areas identified on 3<sup>rd</sup> floor only. Plan tables and break set ups outside of this area will not be allowed until this area must be vacated for final finishes.

**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**

## SECTION 01 2600

### CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Change procedures

##### 1.02 CHANGE PROCEDURES

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

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

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

##### 1.03 APPLICATIONS FOR PAYMENT

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

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

**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 Procure:

1. Request for Information/Interpretation.
2. Request for substitution.
3. Shop drawings, product data, and samples.
4. Test and inspection reports.
5. Design data.
6. Manufacturer's instructions and field reports.
7. Applications for payment and change order requests.
8. Progress schedules.
9. Coordination drawings.
10. Correction punch list and final correction punch list for substantial completion
11. Closeout submittals

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION**

**3.01 PRE-CONSTRUCTION MEETING**

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

**3.02 PROGRESS MEETINGS**

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

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

### **3.03 COORDINATION MEETINGS**

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

### **3.04 REQUESTS FOR INTERPRETATION (RFIs)**

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

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

### **3.05 BACKGROUND CHECKS**

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

**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

**Procure.** As recommendations are modified by **Procure**, 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 **Procure** 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. **Procure** 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 **Procure** 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 **Procure** to the maximum extent possible. If a form does not exist in **Procure** 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 **Procure** (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 **Procure** 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 **Procure**.

#### 1.06 CONNECTIVITY PROBLEMS

- A. **Procure** 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. **Procure** 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 **Procure** 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 **Procure** 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 **Procure** 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. **Procure** project management application (no equal) Provided by Procure Technologies, Inc. [www.Procure.com](http://www.Procure.com)

## PART 3 - EXECUTION

### 3.01 PROCORE UTILIZATION

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

file in the format.

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

G. Compliance Submittals

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

H. Record and Closeout Submittals

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

I. Financial Submittals

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

**END OF SECTION**

## SECTION 01 3200

### CONSTRUCTION PROGRESS DOCUMENTATION

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

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

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 CONSTRUCTION MANAGER'S MASTER CONSTRUCTION SCHEDULE

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

##### 3.02 CONSTRUCTION PROGRESS SCHEDULE

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

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

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

### 3.03 **SUBMITTAL SCHEDULE**

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

### 3.04 **DAILY CONSTRUCTION REPORTS**

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

### 3.05 **PROGRESS PHOTOGRAPHS**

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

vantage points, as directed by Construction manager.

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

**END OF SECTION**

## SECTION 01 3300

### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

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

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 SUBMITTALS FOR REVIEW

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

##### 3.02 SUBMITTALS FOR INFORMATION

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

##### 3.03 SUBMITTAL PROCEDURES

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

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

#### 3.04 **SAMPLES**

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

**END OF SECTION**

## SECTION 01 4000

### QUALITY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

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

##### 1.02 REFERENCES

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

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 QUALITY ASSURANCE/CONTROL OF INSTALLATION

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

##### 3.02 TOLERANCES

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

##### 3.03 DEFECT ASSESSMENT

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

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

### **3.04 INSPECTION AND TESTING**

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

### **3.05 MANUFACTURER'S FIELD SERVICES AND REPORTS**

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

**END OF SECTION**

## SECTION 01 5000

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Temporary Utilities
- B. 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.

##### 1.03 TEMPORARY SANITARY FACILITIES

- A. Construction Manager will provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

##### 1.04 TELEPHONE SERVICE

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

##### 1.05 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

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

#### PART 2 - PRODUCTS

##### 2.01 TEMPORARY FACILITIES

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

##### 2.02 EQUIPMENT

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

#### PART 3 - EXECUTION

##### 3.01 VEHICULAR ACCESS AND PARKING

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

- B. Parking is as directed by Owner.
- C. When site space is not adequate, provide additional off-site parking.
- D. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Track vehicles not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel as permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Provide and maintain access to fire hydrants, free of obstructions.
- H. Provide means of removing mud from vehicle wheels before entering streets.

### **3.02 TRAFFIC REGULATION**

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

### **3.03 BARRIERS**

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

### **3.04 WASTE REMOVAL**

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

**END OF SECTION**

## SECTION 01 6000

### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

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

#### PART 2 - PRODUCTS

##### 2.01 GENERAL PRODUCT REQUIREMENTS

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

##### 2.02 PRODUCT OPTIONS

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

##### 2.03 MAINTENANCE MATERIALS

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

#### PART 3 - EXECUTION

##### 3.01 TRANSPORTATION AND HANDLING

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

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

### **3.02 STORAGE AND PROTECTIONS**

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

**END OF SECTION**

## SECTION 01 7300

### EXECUTION

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

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

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 EXAMINATION, PREPARATION, AND GENERAL INSTALLATION PROCEDURES

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

##### 3.02 ALTERATION PROJECT PROCEDURES

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

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

### **3.03 CUTTING AND PATCHING**

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

### **3.04 CLEANING AND PROTECTION**

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

**3.05 ADJUSTING**

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

**END OF SECTION**

## SECTION 01 7700

### CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

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

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 INSPECTIONS

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

##### 3.02 SUBSTANTIAL COMPLETION

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

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

### **3.03 PROJECT RECORD DOCUMENTS**

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

### **3.04 WARRANTIES**

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

### **3.05 OPERATIONS AND MAINTENANCE MANUALS**

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

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

### **3.06 OPERATIONS AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

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

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

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

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

### **3.08 TRAINING**

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

### **3.09 FINAL COMPLETION**

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

**END OF SECTION**

# Substantial Completion Project Checklist

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

DAS Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Location: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

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

Boiler Inspection  Yes  No  N/A

Water Heater Inspection  Yes  No  N/A

Energy Code Inspection  Yes  No  N/A

Building Code Inspection  Yes  No  N/A

Electrical Inspection  Yes  No  N/A

Elevator Inspection  Yes  No  N/A

Other: \_\_\_\_\_  Yes  No  N/A

Occupancy Permit if applicable

Test and Balance has been performed

Certificate of Substantial Completion in Procore (Consensus Docs 814)

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

Yes (provide description below)  No

\_\_\_\_\_  
\_\_\_\_\_

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

## Final Completion Project Checklist

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

DAS Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Location: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Have all Warranties been received?  Yes  No

Have the Operations and Maintenance Manuals been received?  Yes  No

Who is in possession of the O & M Manuals? \_\_\_\_\_

Has all training been completed?  Yes  No

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

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

Have all Test & Balance reports been received?  Yes  No

Have all punchlist items been corrected?  Yes  No

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

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

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

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

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

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

Yes (provide description below)  No

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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 Owner/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 activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
- B. Pre-demolition Photographs: 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 QUALITY ASSURANCE

- 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 ANSI A10.6 and NFPA 241.
- C. Pre-demolition Conference: To be conducted in conference with the Owner and Construction Manager in a virtual online meeting or at the 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 construction to be selectively demolished. Testing for lead paint and asbestos containing materials was done on the building. A report on the presence of hazardous materials is included for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Asbestos containing materials will be removed by Owner under a separate contract before start of the Work.
  - 2. Lead paint is to be removed by the contractor bidding work on affected areas. Contractor shall be lead-certified and have lead-certified worker perform all work on and around materials that are identified as lead containing or lead based paint.
  - 3. If other materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
- 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. Contractor shall provide a fire safety plan that addresses down time during work on fire suppression systems.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. When unanticipated mechanical, electrical, or 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.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

### 3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

### 3.3 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:
- B. Removed and Salvaged Items:
  - 1. Package or bundle material for storage.
  - 2. Transport items to the Owner's on site storage area.
- C. 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.
- D. 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.

### 3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them unless otherwise noted.

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.

END OF SECTION 02 4119

## SECTION 03 0137 - REHABILITATION OF CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes:

1. Concrete patching compounds with a one-component shrinkage-compensated, cement-based mortar with extended working time for repairing horizontal concrete surfaces.
2. Crack repair sealant for small cracks using a 100% solid, 2-component elastomeric epoxy.
3. Waterproofing cement-based coating for concrete.

#### 1.2 DESCRIPTION

A. Perform and provide all labor, products, and equipment required for repairing all defects on exterior cast-in-place concrete.

B. Work includes, but is not limited to:

1. Pressure wash cleaning prior to examination of all concrete surfaces.
2. Removal and cut-out of all delaminated, scaled, and spall damaged areas of existing concrete.
3. Preparation, cleaning and priming of all repair surfaces to receive patching compound.
4. Application of rust inhibitor on abrasion cleaned steel reinforcing.
5. Mixing, transportation and application of patching compound.
6. Finishing and curing of patches.
7. Application of cement based waterproofing coating.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Submit substitutions for pre-approval during bidding.

#### 1.4 QUALITY ASSURANCE

- A. Source of Materials: Obtain materials for patching, coating, sealing and crack repair from a single source manufacturer to ensure match quality, color, texture and detailing.

## 1.5 MOCK UPS

- A. Patching: Prepare a sample area for each type of construction to be patched, rebuilt and/or replaced (e.g. one horizontal surface and one vertical surface). Patching shall demonstrate methods and quality of workmanship expected of repair work. Coordinate with Construction Manager and/or Architect for review.
  - 1. Size: Minimum of 6" x 6" area.
- B. Crack Repair: Prepare a sample area for each type of crack repair required for stone (i.e. cracks and voids larger than 1/8"). Repair shall demonstrate methods and quality of workmanship expected for crack repair. Coordinate with Construction Manager and/or Architect for review.
  - 1. Size: Minimum of 12" length.

## 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

## 1.7 PROJECT CONDITIONS

- A. Do not apply below 40° F or above 90° or when rain, fog or mist is anticipated within twelve hours after application. Protect from conditions that may cause early water loss: high winds, low humidity, high temperature, and direct sunlight.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Provide products from a single source manufacturer to ensure product compatibility.

### 2.2 REPAIR MORTAR: (BASEMENT CONCRETE PATCHING AT PIPE HOLES)

- A. A one-component, shrinkage compensated, rapid setting cement based repair mortar for repairing horizontal concrete surfaces.
- B. Manufacturers: Basis of Design – SikaEmaco One Mix Repair Mortar by Sika Corp. (vertical and overhead surfaces)
  - 1. Acceptable Products:
    - a. MeadowCrete GPS by W. R. Meadows
    - b. Others as pre-approved.
  - 2. Product Properties:

- a. Compressive Strength, ASTM C109. 2500 psi at 1 day, 6000 psi at 7 days, and 7000 psi @ 28 days.
  - b. Bond Strength, ASTM C882 1300 psi at 1 day, 2000 psi at 7 days, and 2200 psi at 28 days.
  - c. Modulus of Elasticity, ASTM C469.,  $4.30 \times 10^6$  psi ( $2.96 \times 10^4$  MPa) at 28 days.
  - d. Drying Shrinkage, ASTM C157. -0.1 % (1000  $\mu$  strain)
  - e. Flexural Strength, ASTM C348. 800 psi at 1 day, 950 psi at 7 days, 1100 psi at 28 days.
  - f. Freeze-Thaw Resistance, ASTM C666. 99 % RDM at 300 cycles.
- C. BONDING AGENT: Apply bonding agents to enhance bonding between repair mortar to existing concrete where recommended by manufacturer.

### 2.3 CONCRETE CRACK REPAIR: (BASEMENT CONCRETE CRACKS)

- A. A two-component low viscosity, high strength, multi-purpose liquid epoxy injection resin for pressure injection or gravity feeding applications.
- B. Basis of Design – Sikadur 35 by Sika Corp. (horizontal surfaces only)
  1. Acceptable Products:
    - a. Flex-Seal 510 by Edison Coatings
    - b. Rezi-Weld LV State by W. R. Meadows
    - c. Others as pre-approved.

## PART 3 - EXECUTION

### 3.1 SURFACE PREPARATION

- A. Protect adjacent Work areas and finish surfaces from damage during mortar system application.
- B. Concrete:
  1. Remove unsound or delaminated concrete.
  2. Saw-cut straight edges along repair area perimeters minimum of 1/4 inch deep (or per manufacturer) to eliminate featheredges. Do not cut reinforcement.
  3. Report cracks that appear in interface area of patch or overlay to Architect, and repair as directed.
  4. Power wash clean to remove area of sand, grit and dust.

### 3.2 CONCRETE PATCHING (BASEMENT CONCRETE PATCHING AT PIPE HOLES)

- A. Prior to patching, all repair areas to be patched shall be kept continuously wet for at least 20 minutes prior to application of patching compound. Before placing patch, excess water shall be removed from the surface, leaving the surface damp or saturated/surface dry.

- B. If bonding agents are recommended by the manufacturer for the system, apply bonding agent into all cavity surfaces. Apply bonding agent undiluted by brush, roller or garden-type sprayer on to prepared surface or in accordance with manufacturer's instructions if different.
- C. While bonding agent is still wet, mix and place patching compound in accordance with manufacturer's instructions.
- D. Mix the precisely measured quantity of water specified by the manufacturer with full bags of patching compound only. Mix per the manufacturer's instructions. Mix to a uniform consistency, free of lumps or dry material. Do not over mix or whip air into the mix.
- E. Add aggregate per manufacturer's instructions, size up to 3/8".
- F. Hand Placement:
  - 1. Compact mortar into properly prepared substrate prior to bulk placement.
  - 2. Apply mortar up to 3" horizontally dependent on patch size and configuration.
  - 3. Finish surface with a wood or steel trowel, or a sponge float.
  - 4. Do not re-temper or over-work.
- G. Do not open to traffic or expose to weather until adequate strength has been reached, as affected by Working and curing conditions.

### 3.3 CONCRETE CRACK REPAIR (BASEMENT CONCRETE PATCHING)

- A. All surfaces to be bonded must be free of standing water and completely clean of dirt, rust, curing compounds, grease, oil, paint, waxes, and other materials which would prevent an optimal bond.
- B. Cracks should be v-notched and then mechanical abrading or high pressure water jetting to a sound surface.
- C. Mix per the manufacturer's written instructions. Mix with properly colored sand for cracks over 1/4 inch wide. If mixing with sand, mix in ratios per manufacturer's recommendations.
- D. Pressure Injection of Cracks:
  - 1. Seal ports and cracks with an appropriate paste epoxy.
  - 2. When paste is cured, inject adhesive using standard pressure-injection equipment or by gravity feed.
  - 3. For injection with side-by-side dispenser, hold in upright position and use continuous pressure to avoid an improper mixing ratio.
- E. Gravity Feeding: Pour neat into v-notched crack. Continue placement until completely filled.
- F. For larger patching areas follow manufacturer's instructions.
- G. Clean tools immediately after use with xylene or mineral spirits. Remove cured materials with commercial epoxy or paint stripper solvents.

3.4 CURING:

- A. Cure all concrete repair products accordance with manufacturer's instructions.

3.5 CLEANING

- A. Clean wet mortar material from tools and equipment with water. Remove cured materials mechanically.
- B. Clean up and properly dispose of any debris remaining on Project site related to application.
- C. Do not use storm inlets, floor drains, or facility sinks for cleaning. Coordinate with Owner for appropriate wash out locations.

END OF SECTION 03 0137

## SECTION 03 3053 - MISCELLANEOUS CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies the following work:
  - 1. Cast-in place concrete, including reinforcement.
  - 2. Lightweight concrete for infills.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Ready-Mix batch tickets.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- D. Pre-installation Conference: Conduct conference at Project site.
- E. Installer Qualifications: An experienced installer who has completed concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- F. Contact Construction Manager minimum of 3 days prior to pouring concrete to coordinate visually inspection of steel reinforcement.

## PART 2 - PRODUCTS

### 2.1 FORM-FACING MATERIALS

- A. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- B. Form- Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 galvanized reinforcing bars deformed.
- B. Galvanized-Steel Welded Wire Reinforcement: ASTM A185, plain, fabricated from galvanized steel wire into flat sheets.
  - 1. Provide 4" x 4" x 10 gauge mesh at vertical curb.
  - 2. Provide 6" x 6" x W2.9 x W2.9 welded wire fabric for alley pavement.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or according to CRSI's "Manual of Standard Practice."

### 2.3 CONCRETE MATERIALS

- A. Mix Material: Use the following materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I. Contractor may supplement with the following at a rate not to exceed 15%:
    - a. Fly Ash: ASTM C 618, Class C.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
  - 2. Normal-Weight Aggregates: (For Exterior Concrete) ASTM C 33, graded, 3/4-inch nominal maximum coarse-aggregate size.
    - a. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement and coal/chert impurities that cause pop-outs.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
  - 3. Light-Weight Aggregate: ASTM C 330/C 330M, up to 3/4-inch nominal maximum aggregate size.
  - 4. Water: ASTM C 94/C 94M and potable.

5. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

## 2.4 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

## 2.5 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Proportion Normal Weight Concrete mixture as follows:
  1. Minimum Compressive Strength: 5000 ps. at 28 days. (for pavement)
  2. Maximum Water-Cementitious Materials Ratio: 0.45.
  3. Slump Limit: 4 inches for concrete with verified slump of 2 to 4 inches before adding high range water reducing admixture or plasticizing admixture, plus or minus 1 inch.
  4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size for exterior concrete.
- C. Proportion Light Weight Concrete mixture as follows:
  1. Minimum Compressive Strength: 3000 psi at 28 days.
  2. Maximum Water-Cementitious Materials Ratio: 0.5.
  3. Slump Limit: 6 inches for concrete with verified slump of 4 to 6 inches.
- D. Alternative Light Weight Concrete mixture: (CONTRACTOR'S OPTION)
  1. Alternative in lieu of providing lightweight concrete is provide Geofill cellular foam concrete.
  2. Minimum Compressive Strength: 1000 ps. at 28 days.
  3. Flowable and self-leveling.

## 2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch ticket information.
  1. When air temperature is between 85 and 90 deg F reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F reduce mixing and delivery time to 60 minutes.

### PART 3 - EXECUTION

#### 3.1 PROTECTION OF WORK AND ADJACENT AREAS

- A. Protect adjacent slabs during construction. Any broken, cracked or damaged areas of adjacent slabs shall be remove and replace at no cost to the Owner.
- B. Provide suitable barricades to protect sidewalks from traffic. Pedestrian sidewalks shall be closed to traffic for at least 48 hours. All barricades and barricading shall be approved by the Owner.

#### 3.2 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

#### 3.3 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

#### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

#### 3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. The maximum deviation of the top surface of any section shall not exceed one-eighth inch 1/8" or the inside face not more than one-fourth inch 1/4" from a straight line.
- D. Hot-Weather Placement: Comply with ACI 301.

### 3.6 FINISHING FORMED SURFACES

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

### 3.7 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying. Comply with ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Tests: Perform according to ACI 301 (ACI 301M).
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd.

### 3.9 FINAL CLEANING

- A. Concrete trucks are not allowed to deposit "washout" on any of the streets, sidewalks, driveways, or storm sewers of the facility. Coordinate wash out location with Owner.

END OF SECTION 03 3053

## SECTION 05 5000 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Metal bollards.
  - 2. Miscellaneous steel framing and supports.

#### 1.2 SUBMITTALS

- A. Shop Drawings: Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

### PART 2 - PRODUCTS

#### 2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces without blemishes.
- B. Ferrous Metals:
  - 1. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
  - 2. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.

#### 2.2 FASTENERS

- A. General: Zinc-plated fasteners with coating complying with ASTM B 633, at exterior walls. Select fasteners for type, grade, and class required.

#### 2.3 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI #79.
- B. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with topcoat.
  - 1. Products:

- a. Benjamin Moore & Co.; Epoxy Zinc-Rich Primer CM18/19.
- b. Carboline Company; Carbozinc 621.
- c. ICI Devoe Coatings; Catha-Coat 313.
- d. International Coatings Limited; Interzinc 315 Epoxy Zinc-Rich Primer.
- e. PPG Architectural Finishes, Inc.; Aquapon Zinc-Rich Primer 97-670.
- f. Sherwin-Williams Company (The); Corothane I GalvaPac Zinc Primer.
- g. Tnemec Company, Inc.; Tneme-Zinc 90-97.
- h. Other as pre-approved.

## 2.4 FABRICATION

- A. General: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.
  1. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.
- B. Metal Bollards: Fabricate from Schedule 40 steel pipe.
- C. Steel Beams and Clip Angles: Fabricate from Schedule 36 steel.

## 2.5 FINISHES

- A. Steel and Iron Finishes:
  1. Hot-dip galvanize items as indicated to comply with ASTM A 123/A 123M or ASTM A 153/A 153M as applicable.
  2. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with requirements indicated below for environmental exposure conditions of installed metal fabrications:
    - a. Exteriors (SSPC Zone 1B) and Items Indicated to Receive Zinc-Rich Primer: "Commercial Blast Cleaning."
  3. Shop Priming: Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting," for shop painting.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, with edges and surfaces level, plumb, and true.

1. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- B. Bollards:
1. Anchor bollards in place with surface mounted anchors as indicated. For epoxy anchors, support and brace bollards in position until epoxy has cured.
- C. Steel Beams and Clip Angles:
1. Field prime all cut edges.
- D. Finishing:
1. Painted Surfaces: Clean abraded areas and touch up paint with the same material as used for shop painting.
  2. Provide two coats of "Safety Yellow" paint to the bollards. See Division 09 9100.

END OF SECTION 05 5000

## SECTION 07 1413 - HOT FLUID-APPLIED RUBBERIZED ASPHALT WATERPROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Hot fluid applied rubberized asphalt waterproofing membrane.

#### 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins to adjoining waterproofing, and other termination conditions.
- C. Sample warranty.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Provide all waterproofing system components, products, and accessories as offered from single source manufacturer for warranty purposes.

#### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures as recommended by waterproofing manufacturer.
- B. System components contain petroleum distillates and are extremely flammable. Do not breathe vapors or use near an open fire. Do not store materials inside or near the building.

#### 1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace waterproofing and sheet flashings that do not comply with requirements or that fail to remain watertight within specified warranty period.
1. Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 WATERPROOFING MEMBRANE

- A. Hot Fluid-Applied, Rubberized-Asphalt Waterproofing Membrane: Single component; 100 percent solids; hot fluid-applied, rubberized asphalt.
- B. Furnish and install a completed vertical and horizontal waterproofing system including surface conditioner, membrane, reinforcing fabric, related flashings, and protection course and all accessories as required by the manufacturer to meet the designated warranty.
  - 1. Manufacturers:
    - a. Hydrotech Monolithic Membrane 6125 by American Hydrotech Inc.
    - b. TREMproof 6100 by Tremco, Inc.
    - c. Others as pre-approved.
  - 2. Properties:
    - a. VOC Content: Less than 160 g/L, trowel detailing grade.
    - b. Elongation: Minimum of 800 percent.
    - c. Vapor Permeance, ASTM E 96/E96M: Maximum 0.03 perms.
    - d. Low Temperature Crack Bridging, CAN/CGSB 37.50-M89; Section 4.11: Pass.

### 2.2 AUXILIARY MATERIALS

- A. General: Accessory materials as described in manufacturer's written installation instructions, recommended to produce complete waterproofing system meeting performance requirements, and compatible with waterproofing material and adjacent materials and capable of meeting warranty requirements.
- B. Primer: ASTM D 41/D 41M, asphaltic primer as recommended for substrate by waterproofing manufacturer.
- C. Flashing: Elastomeric Sheet: 60-mil minimum, uncured sheet uncured neoprene heavy duty reinforcing sheet.
- D. Reinforcing Fabric: Waterproofing manufacturer's standard spun-bonded polyester fabric sheet.
- E. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum termination bars; approximately 1 by 1/8 inch thick; with stainless-steel anchors.
- F. Sealants, Adhesives, and Accessories: Manufacturer's recommended sealants and accessories.

### 2.3 PROTECTION COURSE

- A. Provide appropriate protection course as recommended by the manufacturer and applicable for the project conditions.

- B. Protection Course: ASTM D 6506, semi-rigid, waterproof protection board composed of a rubberized asphalt impregnated core, reinforced with a fiberglass mat and sandwiched between two protective polypropylene layers.
- C. Protection Course will absorb the impact of aggregate shock and normal jobsite foot traffic. It also protects the membrane waterproofing from penetration by sharp aggregate during backfilling and later settlement.
- D. Do not provide drainage type protection boards that will trap moisture in or around the system below grade.
- E. Thickness: Minimum 1/8 inch thick for vertical applications; 1/4 inch nominal, elsewhere.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Clean and prepare substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrate for waterproofing application.
- B. Scarify existing surfaces to remove any existing waterproofing, mastics, or other foreign materials that may affect proper bonding. Scarify by mechanical means, do not pressure spray with water or use chemicals. Scarify to expose existing concrete surfaces to ensure proper priming and bonding.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, acid residues, and other penetrating contaminants or film-forming coatings from concrete.
- D. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and over run on to other construction.
- E. Remove fins, ridges, and other projections, and fill honeycomb, aggregate pockets, holes, and other voids.
- F. Remove and patch any concrete form ties, exposed metal fasteners or other non-structural exposed metal.
- G. Prepare, treat, rout, and fill joints and cracks in substrate according to waterproofing manufacturer's written instructions and to recommendations in ASTM C 898/C 898M and ASTM C 1471/C 1471M. Before coating surfaces, remove dust and dirt from joints and cracks according to ASTM D 4258.
- H. Prepare surfaces at terminations and penetrations through waterproofing and at expansion joints, drains, sleeves, and corners according to waterproofing manufacturer's written instructions and to recommendations in ASTM C 898/C 898M and ASTM C 1471/C 1471M.
- I. Substrate shall also be blown clean using an air compressor to remove any remaining loose debris.

- J. Surface conditioner or primer: Apply primer to substrates as required by manufacturer, at required rate, using roller, brush, or airless spray.
  - 1. Apply the surface conditioner to the concrete using a hand held sprayer evenly at rate recommended by the manufacturer.
  - 2. Allow sufficient time for the surface conditioner to thoroughly dry prior to the membrane application.

### 3.2 JOINTS, CRACKS, AND TERMINATIONS

- A. Prepare and treat substrates to receive waterproofing membrane, including joints and cracks, corners, and penetrations according to manufacturer's written instructions.

### 3.3 FLASHING INSTALLATION

- A. Install elastomeric sheets at terminations of waterproofing membrane according to manufacturer's written instructions.
- B. All detailing and flashing shall be completed before installing the membrane over the field of the substrate.

### 3.4 MEMBRANE APPLICATION

- A. Apply primer, at manufacturer's recommended rate, over prepared substrate and allow it to dry.
- B. Heat and apply rubberized asphalt according to manufacturer's written instructions. Membrane material shall be heated in double jacketed, oil bath or hot air melter with mechanical agitation, specifically designed for the preparation of a rubberized asphalt membrane.
- C. Heat membrane material until it can be drawn-free flowing at temperature range as recommended by the manufacturer.
- D. Reinforced Hot Fluid-Applied Rubberized Asphalt Waterproofing,: Apply waterproofing in total wet film thickness recommended in writing by waterproofing manufacturer, but not less than 215-mils total wet film thickness, applied in two or more equal coats applied using methods recommended by waterproofing manufacturer, as follows:
  - 1. Apply first coat at minimum thickness of 90 mils.
  - 2. Thoroughly embed reinforcing fabric in first coat while still liquid, with slight overlap of fabric edges. Overlap fabric reinforcing sheet 1-2 inches with membrane between sheets.
  - 3. Apply second coat at not less than 125 mils and as required to achieve total thickness of not less than 215 mils.
- E. Terminations: Install terminations of waterproofing membrane in accordance with ASTM C 898 and ASTM C 1471, as applicable to application, over prepared joints and up wall terminations and vertical surfaces to heights recommended by waterproofing manufacturer.
- F. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates and reapply waterproofing components.

### 3.5 PROTECTION COURSE INSTALLATION

- A. Cover waterproofing with protection course prior to backfilling or subjecting installation to traffic. Install protection board in accordance with manufacturer's instructions.
- B. Embed the protection sheet/rigid insulation board into the membrane while it is still warm to insure a good bond.

### 3.6 CLEANING AND PROTECTION

- A. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- B. Do not permit foot or vehicular traffic on unprotected membrane.
- C. The completed membrane/protection assembly shall be covered with subsequent topping materials as soon as possible, using care to avoid damaging waterproofing membrane system.
- D. Protect waterproofing from damage and wear during remainder of construction period.
- E. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- F. Contractor and a representative of the membrane manufacturer shall inspect the waterproofing assembly per warranty requirements and notify the contractor of any defects. All defects shall be corrected.

END OF SECTION 07 1413

## SECTION 07 1416 - COLD FLUID-APPLIED WATERPROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Cold fluid applied modified polyurethane waterproofing.

#### 1.2 PREINSTALLATION MEETINGS

- ##### A. Preinstallation Conference: Conduct conference at Project site.

#### 1.3 ACTION SUBMITTALS

- ##### A. Product Data: For all system products to include flashings, protection course and accessories.

##### B. Shop Drawings:

1. Show locations and extent of waterproofing.
2. Include details for substrate joints and cracks, sheet flashings, protection course, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.

- ##### C. Sample warranty.

#### 1.4 QUALITY ASSURANCE

- ##### A. One Source Manufacturer: Provide all system components, products, and accessories as offered by a single source manufacturer for warranty purposes.

#### 1.5 FIELD CONDITIONS

- ##### A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended in writing by waterproofing manufacturer.

1. Do not apply waterproofing to frozen, damp, or wet substrates, when relative humidity exceeds 85 percent, or when temperatures are less than 10 deg F (3 deg C) above dew point.
2. Do not apply waterproofing when snow, ice, rain, fog, or mist are present, or when such weather conditions are imminent during application and curing period.

- ##### B. System components contain petroleum distillates and are extremely flammable. Do not breathe vapors or use near an open fire. Do not store materials inside or near the building.

## 1.6 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace waterproofing that fails in materials or workmanship within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 SINGLE-COMPONENT POLYURETHANE WATERPROOFING

- A. Single-Component, Cold Fluid-Applied Bitumen Modified Polyurethane Waterproofing formulated for exterior below-grade or between slab applications. ASTM C 836/C 836M.
- B. Furnish and install a completed vertical and horizontal waterproofing system including surface conditioner, membrane, reinforcing fabric, related flashings, and protection course and all accessories as required by the manufacturer to meet the designated warranty.
  - 1. Manufacturers:
    - a. Hydralastic 836 HB by W.R. Meadows.
    - b. Sikalastic HLM 5000 GC by Sika Corporation.
    - c. TREMproof 250GC by Tremco, Inc.
    - d. Others as pre-approved.
  - 2. Properties:
    - a. VOC Content: Less than 160 g/L, trowel detailing grade.
    - b. Elongation: Minimum of 400 percent.
    - c. Moisture-Vapor Permeability (dry perms): < 0.1, ASTM E96.
    - d. Hardness, Shore OO: 60-85, ASTM C836.

### 2.2 AUXILIARY MATERIALS

- A. Primer: Manufacturer's standard primer, sealer, or surface conditioner; factory-formulated.
- B. Sheet Flashing: 50-mil minimum, nonstaining, uncured sheet neoprene.
  - 1. Adhesive: Manufacturer's recommended contact adhesive.
- C. Membrane-Reinforcing Fabric: Manufacturer's recommended fiberglass mesh or polyester fabric as recommended for high build applications.
- D. Joint Reinforcing Strip: Manufacturer's recommended fiberglass mesh or polyester fabric.
- E. Metal Termination Bars: Provide manufacturer's standard aluminum or stainless steel termination bar, with stainless steel fasteners for conditions where required.

- F. Joint Sealant: Multicomponent polyurethane sealant, compatible with waterproofing; and as recommended by manufacturer for substrate and joint conditions.

## 2.3 PROTECTION COURSE

- A. Protection Course: ASTM D 6506, semirigid sheets of fiberglass or mineral-reinforced-asphaltic core, pressure laminated between two asphalt-saturated fibrous liners.
- B. Protection Course will absorb the impact of aggregate shock and normal jobsite foot traffic. It also protects the membrane waterproofing from penetration by sharp aggregate during backfilling and later settlement.
- C. Do not provide drainage type protection boards that will trap moisture in or around the system below grade.
- D. Properties:
  1. Thickness: 1/8 inch nominal, for vertical applications; 1/4 inch nominal, elsewhere.
  2. Adhesive: Rubber-based solvent type as recommended by waterproofing manufacturer.
  3. Type 1 Puncture Strength, Class A and B: 312 N (70 lbf) minimum.
  4. Thickness, Class A and B: 0.095 to 0.155 inches.
  5. Water Absorption, Class A and B: 10 percent maximum.
  6. Asphalt Percent by Weight, Class A: 65 percent minimum.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
- B. Scarify existing surfaces to remove any existing waterproofing, mastics, or other foreign materials that may affect proper bonding. Scarify by mechanical means, do not pressure spray with water or use chemicals. Scarify to expose existing concrete surfaces to ensure proper priming and bonding.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, acid residues, and other penetrating contaminants or film-forming coatings from concrete.
- D. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and over run on to other construction.
- E. Remove fins, ridges, and other projections, and fill honeycomb, aggregate pockets, holes, and other voids.
- F. Remove and patch any concrete form ties, exposed metal fasteners or other non-structural exposed metal.
- G. Prepare, treat, rout, and fill joints and cracks in substrate according to waterproofing manufacturer's written instructions and to recommendations in ASTM C 898/C 898M and

ASTM C 1471/C 1471M. Before coating surfaces, remove dust and dirt from joints and cracks according to ASTM D 4258.

- H. Prepare surfaces at terminations and penetrations through waterproofing and at expansion joints, drains, sleeves, and corners according to waterproofing manufacturer's written instructions and to recommendations in ASTM C 898/C 898M and ASTM C 1471/C 1471M.
- I. Primer: Apply primer to substrates as required by manufacturer, at required rate, using roller, brush, or airless spray. Allow to dry. Reprime areas not covered within 24 hours.

### 3.2 WATERPROOFING APPLICATION

- A. Apply waterproofing according to manufacturer's written instructions and to recommendations in ASTM C 898/C 898M and ASTM C 1471/C 1471M.
- B. Reinforced Waterproofing Applications. Apply using roller or squeegee to required thickness.
- C. Apply waterproofing in two separate applications, with an embedded joint reinforcing layer in the first preparation coat as recommended by waterproofing manufacturer. Ensure complete coverage and saturate reinforcement fabric with the second application to achieve a minimum total build thickness of 120 mils free of entrapped gases and pinholes for the waterproofing system.
- D. Install sheet flashing and bond to deck and wall substrates where required according to waterproofing manufacturer's written instructions.
- E. Inside and Outside Corners: Install system flashings per manufacturer's requirements at all inside and outside corners.
- F. Terminations: Install terminations of waterproofing membrane in accordance with ASTM C 898 and ASTM C 1471, as applicable to application, at not less than minimum height recommended by waterproofing manufacturer. Overlap waterproofing on to intersecting construction a minimum of 16 to 18 inches.

### 3.3 PROTECTION COURSE

- A. Install protection course with butted joints over waterproofing before starting subsequent construction operations.
  - 1. For horizontal applications, install protection course loose laid over fully cured membrane.
  - 2. For vertical applications, set protection course in nominally cured membrane, which will act as an adhesive. If membrane cures before application of protection course, use adhesive.

### 3.4 PROTECTION

- A. Do not permit foot or vehicular traffic on unprotected membrane.

- B. Backfill or cover immediately using care to avoid damaging waterproofing membrane system.
- C. Protect waterproofing from damage and wear during remainder of construction period.
- D. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- E. Contractor and a representative of the membrane manufacturer shall inspect the waterproofing assembly per warranty requirements and notify the contractor of any defects. All defects shall be corrected.

END OF SECTION 07 1416

## 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: Provide product certificates, compatibility and adhesion test reports for each joint-sealant product indicated.
- B. Color Samples: Submit color charts or actual samples for the color of joint sealant required.

#### 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: One year from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

## 2.2 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.
- A. Colors of Exposed Joint Sealant: As selected by Architect from manufacturer's full range.

## 2.3 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 Urethane Sealant: Application: Exterior horizontal joints between different materials.
  - 1. Type and Grade: S (single component) and NS (nonsag).
  - 2. Class: 25.
  - 3. Uses Related to Exposure: T (traffic). Uses Related to Joint Substrates: M, and O as applicable to joint substrates indicated.
  - 4. Available Products:
    - a. Bostik Findley Inc.
    - b. Pecora Corporation; Dynatrol I-XL.
    - c. Polymeric Systems Inc.
    - d. MasterSeal Sonneborn: NP-1.
    - e. Tremco; DyMonic.
    - f. Tremco; Vulkem 116.
    - g. Others as pre-approved.
  - 5. Type and Grade: S (single component) and NS (nonsag).
  - 6. Class: 35.
  - 7. Use Related to Exposure: NT (nontraffic).

## 2.4 SOLVENT-RELEASE-CURING JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealant: ASTM C 1311.
- B. Available Products:
  - a. Bostik, Inc.
  - b. DAP Products, Inc.

- c. Pecora Corporation.
- d. Tremco Incorporated.
- e. Others as pre-approved.

## 2.5 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.
- 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.

## 2.6 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.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## 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. For exterior sealants, the temperature must be 40°F (5°C) or above at the time the sealant is applied.
- C. 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.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following:
  - 1. Place sealants so they directly contact with 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.
- F. 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. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- G. 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.

- H. For polyurethane sealants, tool clean up and excess sealant smears can be removed with xylene or mineral spirits.

### 3.3 EXTERIOR JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application EJS-1: Exterior perimeter joints between adjacent materials and frames of doors and windows.
  - 1. Joint Sealant: Single-component non-sag polymer modified urethane sealant.
  - 2. Joint-Sealant Color: Match trim color.
- B. Joint-Sealant Application EJS-2: Exterior vertical joints between different materials.
  - 1. Joint Sealant: Single-component nonsag polymer modified urethane sealant.
  - 2. Joint-Sealant Color: To be selected.
- C. Joint-Sealant Application EJS-3: Exterior sealant around waterproof wall coating.
  - 1. Joint Sealant: Single-component nonsag polymer modified urethane sealant.
  - 2. Joint-Sealant Color: To match substrate; verify with Architect.
- D. Joint-Sealant Application EJS-4: Exterior sealant around basement concrete penetrations.
  - 1. Joint Sealant: Butyl-Rubber-Based Joint Sealant
  - 2. Joint-Sealant Color: Black.

END OF SECTION 07 9200

## SECTION 07 9500 - EXPANSION CONTROL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes pre-compressed horizontal expansion joint systems for building exteriors.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of joint product indicated.
- B. Shop Drawings: Provide placement drawings, including line diagrams and details. Submit typical expansion joint cross-section(s) indicating pertinent dimensioning of opening, profile recess and adjacent construction.
- C. Samples: Provide samples for approval on each finish and color.

#### 1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site in Manufacturer's original, intact, labeled containers. Handle and protect as necessary to prevent damage or deterioration during shipment, handling and storage. Store off the ground, protect from weather and construction activities. Store in accordance with manufacturer's installation instructions.

#### 1.4 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to furnish materials to repair or replace those that fail within the warranty period.

### PART 2 - PRODUCTS

#### 2.1 ARCHITECTURAL JOINT SYSTEMS, GENERAL

- A. General: Provide joint systems of design indicated.
  - 1. Furnish in longest practicable lengths to minimize splicing. Install with hairline mitered corners where joint changes direction.
  - 2. Include factory-fabricated closure materials and transition pieces to provide continuous joint systems.
- B. Design architectural joint systems for the following size and movement characteristics:
  - 1. Nominal Joint Width: As indicated on Drawings.

## 2.2 ARCHITECTURAL JOINT SYSTEMS FOR BUILDING EXTERIORS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the products specified below as basis-of-design products or a comparable product by one of the following:
1. ColorSeal by EMSEAL Joint Systems, Ltd.
  2. WaboHSeal, by Watson Bowman Acme Corp.
  3. WillSeal 250, by TREMCO.
  4. Others as pre-approved.
- B. Joint Systems for Exterior Concrete Slabs. Preformed, Pre-Compressed, Self-Expanding, Sealant System with Silicone Pre-Coated Surface Non-Traffic, High Movement, Primary Seal for Horizontal Joints.
1. Basis-of-Design Product: Horizontal WaboH Seral as manufactured by Watson Bowman Acme Corp.
  2. Type: Expansion Control, Preformed Cellular Foam.
- C. Seal Material: Pre-formed sealant shall be silicone pre-coated, preformed, pre-compressed, self-expanding, sealant system. Expanding foam to be cellular foam impregnated with a water-based, non-drying, 100% acrylic dispersion. Seal shall combine factory-applied, low-m Foam Seals: Install with adhesive recommended by manufacturer.
- a. Modulus silicone and a backing of acrylic-impregnated expanding foam into a unified hybrid sealant system.
  - b. Material shall be capable of movements of +50%, -50% (100% total) of nominal material size.
  - c. Product shall be mildew resistant, non-staining and non-bleeding.
  - d. Size and Model: 25EH, 3/4" wide by 2" deep.
  - e. Color: Manufacturer's standard Gray color.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions.
- B. Repair concrete slabs and blockouts using manufacturer's recommended repair grout.
- C. Coordinate and furnish anchorages, setting drawings, and instructions for installing joint systems. Provide fasteners of metal, type, and size to suit type of construction.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions for storing, handling, and installing architectural joint assemblies and materials unless more stringent requirements are indicated.
- B. Inspect joint opening for any deficiencies such as spalled edges or protrusions. Repair joint opening deficiencies prior to installation of joint material.

### 3.3 INSTALLATION

- A. Where indicated and noted on the contract drawings, install seal profiles in a neat workmanlike manner. All surfaces to receive seals shall be free from dirt, water, frost and any loose foreign debris that may be detrimental to effective joint sealing.
- B. Carefully unpackage pre-compressed joint material the shipping forms. Do not cut or puncture the silicone face membrane on top of the joint material. Set material quickly into joint before it expands.
- C. Tape off edges of substrate to prevent epoxy adhesive exposure.
- D. Install with adhesive recommended by manufacturer. Preformed sealant to be installed using manufacturer's standard field-applied 2 component epoxy adhesive on both sides of joint. Mix and apply the epoxy adhesive per manufacturer's recommendations.
- E. Preformed sealant to be installed slightly recessed from the surface such that when the field-applied injection band of silicone is installed between the substrates and the foam-and-silicone-bellows, the system will be flush with the substrate surface.
- F. Provide a 45 deg. miter at "L" shaped corner transitions. Provide a 90 deg. butt joint at "T" shaped transitions.

### 3.4 PROTECTION

- A. Do not remove protective covering until finish work in adjacent areas is complete.
- B. Protect the installation from damage by work of other Sections.

END OF SECTION 07 9500

## 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

## SECTION 09 2900 - GYPSUM BOARD

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes the following:

1. Interior gypsum board.
2. Gypsum board accessories.

#### 1.2 SUBMITTALS

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

#### 1.3 QUALITY ASSURANCE

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

### PART 2 - PRODUCTS

#### 2.1 INTERIOR GYPSUM BOARD

A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. American Gypsum Co.
  - b. G-P Gypsum.
  - c. Lafarge North America Inc.
  - d. National Gypsum Company.
  - e. USG Corporation.
  - f. Others as pre-approved.

B. Regular Type:

1. Thickness: 1/2 - 5/8 inch - as required to match existing.
2. Long Edges: Tapered.

## 2.2 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 1. Material: Galvanized or aluminum-coated steel sheet
  - 2. Shapes:
    - a. Corner bead.
    - b. L-Bead: L-shaped; exposed long flange receives joint compound.

## 2.3 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  - 1. Interior Gypsum Wallboard: Paper.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats. Provide wallboard tape finishes utilizing a Level 4 Finish as follows:
  - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
    - a. Use setting-type compound for installing paper-faced metal trim accessories.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
  - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.

## 2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  - 1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

## 2.5 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
  - 1. Textures and Finishes:
    - a. Walls - Smooth finish.

## PART 3 - EXECUTION

### 3.1 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Regular Type: As indicated on Drawings.

### 3.2 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners.
  - 2. U-Bead: Use at exposed panel edges.

### 3.3 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Provide wallboard tape finishes utilizing a Level 4 Finish as follows:
  - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: Apply setting-type taping compound for embedding tape and first coat on joints, fasteners, and trim flanges,. Fully embed tape in joint compound, and then wipe with a joint knife, leaving a thin coat of compound over tape. Lightly sand smooth before recoating.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping compound. Lightly sand smooth before recoating.

4. Finish Coat: For third coat, use setting-type, sandable topping compound. Provide final sanding to leave a smooth surface without pockets, dimples, bumps or ridges. Final sanding should leave a surface that is ready to receive paint primer.

#### 3.4 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

END OF SECTION 09 2900

## SECTION 09 9100 - 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 or galvanized metal.
  - 2. Gypsum board.
  - 3. Plaster.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of paint product indicated.
- B. Samples: Provide paint draw-down samples for approval on each finish and color.

#### 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.
- B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Acceptable mock ups can remain as a part of the completed work.

### 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 or pre-selected by Architect from manufacturer's full range.

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. Gypsum Board: 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.
- C. New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections.
- E. Painting Mechanical and Electrical Work: Unless noted otherwise, paint items exposed in occupied public spaces including, but not limited to, the following:
  1. Mechanical Work:
    - a. Pipe hangers and supports
  2. Electrical Work:
    - a. Electrical equipment that is indicated to have a factory-primed finish for field painting.
    - b. Exposed surface mounted conduits and junction boxes.
- F. 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.
- G. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.3 INTERIOR PAINTING SCHEDULE

- A. Gypsum Board Substrates:
  1. Latex System: MPI INT 9.2A.
    - a. Prime Coat: Interior latex primer/sealer. MPI #39.
    - b. Intermediate Coat: Interior latex matching topcoat.
    - c. Topcoat: Interior latex (eggshell). MPI #52.
- B. Plaster Substrates:
  1. Latex System: MPI INT 9.2A.
    - a. Prime Coat: Interior latex matching topcoat.
    - b. Intermediate Coat: Interior latex matching topcoat.
    - c. Topcoat: Interior latex (eggshell).
- C. Other Substrates: Provide primer and topcoats in accordance with manufacturer's recommendations.

### 3.4 EXTERIOR PAINTING SCHEDULE

#### A. Steel Substrates:

##### 1. Alkyd Enamel System:

- a. Prime Coat: Alkyd anticorrosive metal primer. MPI #79.
- b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
- c. Topcoat: Exterior alkyd enamel (satin gloss). MPI #94.

#### B. Galvanized-Metal Substrates:

##### 1. Alkyd Enamel System:

- a. Prime Coat: Cementitious galvanized-metal primer.
- b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
- c. Topcoat: Exterior alkyd enamel (semi-gloss). MPI #94.

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

END OF SECTION 09 9100

**SECTION 210500  
COMMON WORK RESULTS FOR FIRE SUPPRESSION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Above ground piping.
- B. Mechanical couplings.
- C. Pipe hangers and supports.

**1.02 REFERENCE STANDARDS**

- A. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Qualification Standard for Welding, Brazing, and Fusing Procedures; Welders; Brazers; and Welding, Brazing, and Fusing Operators; 2023.
- B. ASTM A536 - Standard Specification for Ductile Iron Castings; 1984, with Editorial Revision (2019).
- C. ASTM A795/A795M - Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use; 2021.
- D. AWWA C606 - Grooved and Shouldered Joints; 2022.
- E. NFPA 13 - Standard for the Installation of Sprinkler Systems; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**PART 2 PRODUCTS**

**2.01 GENERAL REQUIREMENTS**

- A. Sprinkler-based System:
  - 1. Comply with NFPA 13.
- B. Welding Materials and Procedures: Comply with ASME BPVC-IX.
- C. Provide system pipes, fittings, sleeves, escutcheons, seals, and other related accessories.

**2.02 ABOVE GROUND PIPING**

- A. Steel Pipe: ASTM A795 Schedule 40, black.
  - 1. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe.

**2.03 PIPE HANGERS AND SUPPORTS**

- A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch (15 to 40 mm): Malleable iron, adjustable swivel, split ring.
- B. Hangers for Pipe Sizes 2 inches (50 mm) and Over: Carbon steel, adjustable, clevis.
- C. Wall Support for Pipe Sizes to 3 inches (80 mm): Cast iron hook.
- D. Wall Support for Pipe Sizes 4 inches (100 mm) and Over: Welded steel bracket and wrought steel clamp.
- E. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.

**2.04 MECHANICAL COUPLINGS**

- A. Manufacturers:
  - 1. Anvil International: [www.anvilintl.com](http://www.anvilintl.com).
  - 2. Shurjoint Piping Products, Inc: [www.shurjoint.com](http://www.shurjoint.com).
  - 3. Tyco Fire Protection Products: [www.tyco-fire.com](http://www.tyco-fire.com).
  - 4. Victaulic Company: [www.victaulic.com](http://www.victaulic.com).
  - 5. Substitutions: See Section 01 2500 - Substitution Procedures.

- B. Rigid Mechanical Couplings for Grooved Joints:
  - 1. Dimensions and Testing: Comply with AWWA C606.
  - 2. Minimum Working Pressure: 300 psig (2065 kPa).
  - 3. Housing Material: Fabricate of ductile iron complying with ASTM A536.
  - 4. Housing Coating: Factory applied orange enamel.
  - 5. Gasket Material: EPDM suitable for operating temperature range from minus 30 degrees F (minus 34 degrees C) to 230 degrees F (110 degrees C).
  - 6. Bolts and Nuts: Hot-dipped-galvanized or zinc-electroplated steel.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

#### **3.02 INSTALLATION**

- A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13.
- B. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- C. Install piping to conserve building space, to not interfere with use of space and other work.
- D. Group piping whenever practical at common elevations.
- E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- F. Pipe Hangers and Supports:
  - 1. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
  - 2. Place hangers within 12 inches (300 mm) of each horizontal elbow.
  - 3. Use hangers with 1-1/2 inch (40 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  - 4. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
  - 5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- G. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
- H. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welding.
- I. Structural Considerations:
  - 1. Do not penetrate building structural members unless indicated.
- J. Provide sleeves when penetrating footings, floors, walls, and partitions. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
- K. Escutcheons:
  - 1. Install and firmly attach escutcheons at piping penetrations into finished spaces.
  - 2. Provide escutcheons on both sides of partitions separating finished areas through which piping passes.
  - 3. Use chrome plated escutcheons in occupied spaces and to conceal openings in construction.

- L. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, unions, and couplings for servicing are consistently provided.

**3.03 CLEANING**

- A. Upon completion of work, clean all parts of the installation.
- B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

**END OF SECTION**

**SECTION 221005  
PLUMBING PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Natural gas piping, above grade.
- B. Pipe flanges, unions, and couplings.
- C. Pipe hangers and supports.
- D. Ball valves.

**1.02 REFERENCE STANDARDS**

- A. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2021.
- B. ASME B31.1 - Power Piping; 2022.
- C. ASME B31.9 - Building Services Piping; 2020.
- D. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2022.
- E. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2023a.
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- G. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry; 2018, with Editorial Revision (2020).
- H. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements; 2017, with Editorial Revision (2020).
- I. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).
- J. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010, with Errata .
- K. NSF 61 - Drinking Water System Components - Health Effects; 2023, with Errata.
- L. NSF 372 - Drinking Water System Components - Lead Content; 2022.
- M. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

**1.03 QUALITY ASSURANCE**

- A. Work is to be completed by Black Hills Energy.

**PART 2 PRODUCTS**

**2.01 GENERAL REQUIREMENTS**

- A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.
- B. Plenum-Installed Acid Waste Piping: Flame-spread index equal or below 25 and smoke-spread index equal or below 50 according to ASTM E84 or UL 723 tests.

**2.02 NATURAL GAS PIPING, ABOVE GRADE**

- A. Steel Pipe: ASTM A53/A53M Schedule 40 black.
  - 1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.
  - 2. Joints: Threaded or welded to ASME B31.1.

### **2.03 PIPE FLANGES, UNIONS, AND COUPLINGS**

- A. Unions for Pipe Sizes 3 inch (80 mm, DN) and Under:
  - 1. Ferrous Pipe: Class 150 malleable iron threaded unions.
- B. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

### **2.04 PIPE HANGERS AND SUPPORTS**

- A. Provide hangers and supports that comply with MSS SP-58.
  - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
  - 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
  - 3. Trapeze Hangers: Welded steel channel frames attached to structure.
  - 4. Vertical Pipe Support: Steel riser clamp.
- B. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
  - 1. Concrete Screw Type Anchors: Comply with ICC-ES AC193.
  - 2. Masonry Screw Type Anchors: Comply with ICC-ES AC106.
  - 3. Other Types: As required.

### **2.05 BALL VALVES**

- A. Manufacturers:
  - 1. Anvil International: [www.anvilintl.com](http://www.anvilintl.com).
  - 2. Apollo Valves: [www.apollovalves.com](http://www.apollovalves.com).
  - 3. Nibco, Inc: [www.nibco.com](http://www.nibco.com).
  - 4. Substitutions: See Section 01 2500 - Substitution Procedures.
- B. Construction, 4 inch (100 mm, DN) and Smaller: MSS SP-110, Class 150, 400 psi (2760 kPa) CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, threaded or grooved ends with union.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- E. Pipe Hangers and Supports:
  - 1. Install in accordance with ASME B31.9.
  - 2. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
  - 3. Place hangers within 12 inches (300 mm) of each horizontal elbow.
  - 4. Use hangers with 1-1/2 inch (40 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.

### **3.02 APPLICATION**

- A. Install gate or ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.

### **3.03 FIELD TESTS AND INSPECTIONS**

- A. Verify and inspect systems according to requirements by the Authority Having Jurisdiction. In the absence of specific test and inspection procedures proceed as indicated below.
- B. Gas Distribution Systems:
  - 1. Test Preparation: Close each appliance valve or disconnect and cap each connected appliance.
  - 2. General Systems:
    - a. Inject a minimum of 10 psi (68.9 kPa) of compressed air into the piping system for a duration of 15 minutes and verify with a gauge that no perceptible pressure drop is measured.
    - b. Ensure test pressure gauge has a range of twice the specific pressure rate selected with an accuracy of 1/10 of 1 pound (0.45 kg).
- C. Test Results: Document and certify successful results, otherwise repair, document, and retest.

### **3.04 SCHEDULES**

- A. Pipe Hanger Spacing:
  - 1. Metal Piping:
    - a. Pipe Size: 1/2 inch (15 mm, DN) to 1-1/4 inch (32 mm, DN):
      - 1) Maximum Hanger Spacing: 6.5 ft (2 m).
      - 2) Hanger Rod Diameter: 3/8 inches (9 mm).

**END OF SECTION**

**SECTION 260505  
SELECTIVE DEMOLITION FOR ELECTRICAL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical demolition.

**PART 3 EXECUTION**

**2.01 EXAMINATION**

- A. Verify field measurements and circuiting arrangements are as indicated.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation.
- D. Report discrepancies to Architect before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

**2.02 PREPARATION**

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Obtain permission from Owner at least 2 weeks before partially or completely disabling system.
- E. Existing Telephone System: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner at least 2 weeks before partially or completely disabling system.
- F. Existing Fiber Optic Communication System: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Obtain permission from Owner at least 2 weeks before partially or completely disabling system.

**2.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- F. Repair adjacent construction and finishes damaged during demolition and extension work.

- G. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

**2.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment that remain or that are to be reused.

**END OF SECTION**

**SECTION 260519  
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Wiring connectors.
- C. Electrical tape.
- D. Heat shrink tubing.
- E. Oxide inhibiting compound.
- F. Wire pulling lubricant.

**1.02 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- G. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
- H. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Current Edition, Including All Revisions.
- M. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- N. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- O. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- P. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.

3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.04 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

### **PART 2 PRODUCTS**

#### **2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Underground feeder and branch-circuit cable is not permitted.
- E. Service entrance cable is not permitted.
- F. Armored cable is not permitted.
- G. Metal-clad cable is not permitted.

#### **2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Provide new conductors and cables manufactured not more than one year prior to installation.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- H. Conductor Material:
  1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  3. Tinned Copper Conductors: Comply with ASTM B33.
- I. Minimum Conductor Size:
  1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet (23 m): 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet (46 m): 8 AWG, for voltage drop.
- J. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- K. Conductor Color Coding:
  1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  2. Color Coding Method: Integrally colored insulation.
    - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape

3. Color Code:
  - a. 208Y/120 V, 3 Phase, 4 Wire System:
    - 1) Phase A: Black.
    - 2) Phase B: Red.
    - 3) Phase C: Blue.
    - 4) Neutral/Grounded: White.
  - b. Equipment Ground, All Systems: Green.
  - c. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

### **2.03 SINGLE CONDUCTOR BUILDING WIRE**

- A. Manufacturers:
  1. Copper Building Wire:
    - a. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
    - b. Southwire Company: [www.southwire.com](http://www.southwire.com).
    - c. Substitutions: See Section 01 2500 - Substitution Procedures.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
  1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
    - a. Size 4 AWG and Larger: Type XHHW-2.

### **2.04 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Wiring Connectors for Splices and Taps:
  1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  2. Copper Conductors Size 6 AWG and Larger: Use compression connectors.
- C. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- D. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
- E. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
- F. Compression Connectors: Provide circumferential type or hex type crimp configuration.

### **2.05 ACCESSORIES**

- A. Electrical Tape:
  1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
  3. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil (3.2 mm); suitable for continuous temperature environment up to 176 degrees F (80 degrees C).
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
  - C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
  - D. Wire Pulling Lubricant:
    1. Listed and labeled as complying with UL 267.
    2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
    3. Suitable for use at installation temperature.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 PREPARATION**

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

#### **3.03 INSTALLATION**

- A. Circuiting Requirements:
  1. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
  1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  2. Pull all conductors and cables together into raceway at same time.
  3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
  - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
  - 2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.
- G. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- I. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- J. Make wiring connections using specified wiring connectors.
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  - 3. Do not remove conductor strands to facilitate insertion into connector.
  - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
  - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- K. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
  - 1. Dry Locations: Use electrical tape.
    - a. For taped connections, first apply adequate amount of electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
  - 2. Wet Locations: Use heat shrink tubing.
- L. Insulate ends of spare conductors using vinyl insulating electrical tape.
- M. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- N. Install firestopping to preserve fire resistance rating of partitions and other elements.
- O. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

#### **3.04 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- D. Correct deficiencies and replace damaged or defective conductors and cables.

**END OF SECTION**

**SECTION 260529  
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
  - 2. Coordinate work to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
  - 4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
  - 5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not install products on or provide attachment to concrete surfaces until concrete has cured.

**PART 2 PRODUCTS**

**2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Comply with the following. Where requirements differ, comply with most stringent.
    - a. NFPA 70.
    - b. Requirements of authorities having jurisdiction.
  - 2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
  - 3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
  - 4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 5. Do not use products for applications other than as permitted by NFPA 70 and product listing.

6. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
7. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
  - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
  - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel unless otherwise indicated.
  - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
  - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
  1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
- D. Metal Channel/Strut Framing Systems:
  1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
  2. Comply with MFMA-4.
- E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
  1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Single Conduit up to 1-inch (27 mm) Trade Size: 1/4-inch (6 mm) diameter.
    - b. Single Conduit Larger than 1-inch (27 mm) Trade Size: 3/8-inch (10 mm) diameter.
    - c. Trapeze Support for Multiple Conduits: 3/8-inch (10 mm) diameter.
- F. Anchors and Fasteners:
  1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
  2. Concrete: Use expansion anchors.
  3. Solid or Grout-Filled Masonry: Use expansion anchors.
  4. Plastic and lead anchors are not permitted.
  5. Powder-actuated fasteners are not permitted.
  6. Preset Concrete Inserts: Continuous metal channel/strut and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
    - a. Manufacturer: Same as manufacturer of metal channel/strut framing system.
    - b. Comply with MFMA-4.
    - c. Channel Material: Use galvanized steel.
  7. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1.
- C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.

- D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- E. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- F. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- H. Equipment Support and Attachment:
  - 1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
  - 2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- I. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- J. Secure fasteners in accordance with manufacturer's recommended torque settings.
- K. Remove temporary supports.

**3.03 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION**

**SECTION 260533.13  
CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Galvanized steel electrical metallic tubing (EMT).

**1.02 RELATED REQUIREMENTS**

- A. Section 260529 - Hangers and Supports for Electrical Systems.

**1.03 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2020.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
- E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- H. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- I. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- J. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
  - 4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.
  - 5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

**1.05 SUBMITTALS**

- A. See Section 01 3300 - Administrative Requirements for submittals procedures.
- B. Project Record Documents: Record actual routing for conduits 2-inch (53 mm) trade size and larger.

## **PART 2 PRODUCTS**

### **2.01 CONDUIT APPLICATIONS**

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Above Accessible Ceilings: Use galvanized steel electrical metallic tubing (EMT).
- D. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel electrical metallic tubing (EMT).
- E. Exposed, Exterior, Subject to Severe Physical Damage: Use galvanized steel rigid metal conduit (RMC).
  - 1. Exterior locations subject to severe physical damage include, but are not limited to:
    - a. Where exposed to vehicular traffic below 20 feet (6.1 m).

### **2.02 CONDUIT - GENERAL REQUIREMENTS**

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

### **2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
  - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
  - 2. Material: Use steel.
    - a. Do not use die cast zinc fittings.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

### **2.04 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
    - a. Do not use die cast zinc fittings.

3. Connectors and Couplings: Use compression/gland or set-screw type.
  - a. Do not use indenter type connectors and couplings.

## **2.05 ACCESSORIES**

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil, 0.020 inch (0.51 mm).
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- C. Sealing Systems for Concrete Penetrations:
  1. Sleeves: Provide water stop ring or cement coating that bonds to concrete to prevent water infiltration.
  2. Rate for minimum of 40 psig; suitable for sealing around conduits to be installed.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.
- D. Conduit Routing:
  1. Arrange conduit to maintain adequate headroom, clearances, and access.
  2. Arrange conduit to provide no more than equivalent of four 90-degree bends between pull points.
  3. Arrange conduit to provide no more than 150 feet (46 m) between pull points.
  4. Route conduits above water and drain piping where possible.
  5. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
  6. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems.
  7. Maintain minimum clearance of 12 inches (300 mm) between conduits and hot surfaces. This includes, but is not limited to:
    - a. Hot water piping.
- E. Conduit Support:
  1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 260529.
  2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
  3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
  4. Use conduit strap to support single surface-mounted conduit.
    - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
  5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
  6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
  7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.

8. Use of spring steel conduit clips for support of conduits is not permitted.
  9. Use of wire for support of conduits is not permitted.
- F. Connections and Terminations:
1. Use approved conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  3. Use suitable adapters where required to transition from one type of conduit to another.
  4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  5. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
  6. Secure joints and connections to provide mechanical strength and electrical continuity.
- G. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
  2. Make penetrations perpendicular to surfaces unless otherwise indicated.
  3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  4. Conceal bends for conduit risers emerging above ground.
  5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
  7. Install firestopping to preserve fire resistance rating of partitions and other elements.
- H. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
  2. Where conduits are subject to earth movement by settlement or frost.
- I. Conduit Sealing:
1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
    - a. Where conduits enter building from outside.
    - b. Where service conduits enter building from underground distribution system.
    - c. Where conduits enter building from underground.
    - d. Where conduits may transport moisture to contact live parts.
  2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
    - a. Where conduits pass from outdoors into conditioned interior spaces.
    - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

### 3.03 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

**3.04 CLEANING**

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

**3.05 PROTECTION**

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

**END OF SECTION**

## **SECTION 271000 STRUCTURED CABLING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Communications system design requirements.
- B. Communications pathways.
- C. Fiber optic cable and interconnecting devices.
- D. Communications identification.

#### **1.02 REFERENCE STANDARDS**

- A. BICSI N1 - Installation Practices for Telecommunications and ICT Cabling and Related Cabling Infrastructure, 1st Edition; 2019.
- B. ICEA S-83-596 - Indoor Optical Fiber Cable; 2021.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. TIA-455-21 - FOTP-21 - Mating Durability of Fiber Optic Interconnecting Devices; 1988a (Reaffirmed 2012).
- E. TIA-492AAAC - Detail Specification for 850-nm Laser-Optimized, 50-um Core Diameter/125-um Cladding Diameter Class Ia Graded-Index Multimode Optical Fibers; 2009b.
- F. TIA-568 (SET) - Commercial Building Telecommunications Cabling Standard Set; 2023.
- G. TIA-568.3 - Optical Fiber Cabling and Components Standard; 2022e.
- H. TIA-569 - Telecommunications Pathways and Spaces; 2019e, with Addendum (2022).
- I. TIA-598 - Optical Fiber Cable Color Coding; 2014d, with Addendum (2018).
- J. TIA-606 - Administration Standard for Telecommunications Infrastructure; 2021d.
- K. TIA-607 - Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises; 2019d, with Addendum (2021).
- L. UL 444 - Communications Cables; Current Edition, Including All Revisions.
- M. UL 1651 - Fiber Optic Cable; Current Edition, Including All Revisions.

#### **1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate requirements for service entrance and entrance facilities with Communications Service Provider.
  - 2. Coordinate the work with other trades to avoid placement of other utilities or obstructions within the spaces dedicated for communications equipment.
  - 3. Coordinate arrangement of communications equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 4. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Preinstallation Meeting: Convene one week prior to commencing work of this section to review service requirements and details with Communications Service Provider representative.

## **PART 2 PRODUCTS**

### **2.01 SYSTEM DESIGN**

- A. Provide a complete permanent system of cabling and pathways for voice and data communications, including cables, conduits and wireways, pull wires, support structures, enclosures and cabinets, and outlets.
  - 1. Comply with TIA-568 (SET) (cabling) and TIA-569 (pathways) (commercial standards).
  - 2. Comply with Communications Service Provider requirements.
  - 3. Provide fixed cables and pathways that comply with NFPA 70 and TIA-607 and are UL listed or third party independent testing laboratory certified.
  - 4. Provide connection devices that are rated for operation under conditions of 32 to 140 degrees F (0 to 60 degrees C) at relative humidity of 0 to 95 percent, noncondensing.
  - 5. In this project, the term plenum is defined as return air spaces above ceilings, inside ducts, under raised floors, and other air-handling spaces.
- B. System Description:
  - 1. Backbones - Within Building: Fiber optic, 12 -fiber.
- C. Backbone Cabling: Cabling, pathways, and terminal hardware connecting intermediate distribution frames (IDF's) with main distribution frame (MDF), wired in star topology with main distribution frame at center hub of star.

### **2.02 PATHWAYS**

- A. Conduit: See section 230533.13.

### **2.03 FIBER OPTIC CABLE AND INTERCONNECTING DEVICES**

- A. Fiber Optic Backbone Cable:
  - 1. Description: Tight buffered, non-conductive fiber optic cable complying with TIA-568.3, TIA-598, ICEA S-83-596 and listed as complying with UL 444 and UL 1651.
  - 2. Cable Type: Single-mode, 8.3/125 um (OS2) complying with TIA-492CAAB.
  - 3. Cable Capacity: Quantity of fibers as indicated on drawings.
  - 4. Cable Applications:
    - a. Plenum Applications: Use listed NFPA 70 Type OFNP plenum cable.
- B. Fiber Optic Interconnecting Devices:
  - 1. Connector Type: Type LC.
  - 2. Connector Performance: 500 mating cycles, when tested in accordance with TIA-455-21.
  - 3. Maximum Attenuation/Insertion Loss: 0.3 dB.

### **2.04 IDENTIFICATION PRODUCTS**

- A. Comply with TIA-606.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION - GENERAL**

- A. Comply with latest editions and addenda of TIA-568 (SET) (cabling), TIA-569 (pathways), TIA-607 (grounding and bonding), BICSI N1, NFPA 70, and SYSTEM DESIGN as specified in PART 2.
- B. Comply with Communication Service Provider requirements.
- C. Grounding and Bonding: Perform in accordance with TIA-607 and NFPA 70.

### **3.02 INSTALLATION OF PATHWAYS**

- A. Install pathways with the following minimum clearances:
  - 1. 48 inches (1220 mm) from motors, generators, frequency converters, transformers, x-ray equipment, and uninterruptible power systems.
  - 2. 12 inches (300 mm) from power conduits and cables and panelboards.

3. 5 inches (125 mm) from fluorescent and high frequency lighting fixtures.
4. 6 inches (150 mm) from flues, hot water pipes, and steam pipes.

### **3.03 INSTALLATION OF EQUIPMENT AND CABLING**

- A. Cabling:
  1. Do not bend cable at radius less than manufacturer's recommended bend radius; for unshielded twisted pair use bend radius of not less than 4 times cable diameter.
  2. Do not over-cinch or crush cables.
  3. Do not exceed manufacturer's recommended cable pull tension.
  4. When installing in conduit, use only lubricants approved by cable manufacturer and do not chafe or damage outer jacket.
- B. Service Loops (Slack or Excess Length): Provide the following minimum extra length of cable, looped neatly:
  1. At Distribution Frames: 120 inches (3000 mm).
  2. At Outlets - Optical Fiber: 39 inches (1000 mm).
- C. Fiber Optic Cabling:
  1. Prepare for pulling by cutting outer jacket for 10 inches (250 mm) from end, leaving strength members exposed. Twist strength members together and attach to pulling eye.
  2. Support vertical cable at intervals as recommended by manufacturer.
- D. Identification:
  1. Use wire and cable markers to identify cables at each end.

### **3.04 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Comply with inspection and testing requirements of specified installation standards.
- C. Visual Inspection:
  1. Inspect cable jackets for certification markings.
  2. Inspect cable terminations for color coded labels of proper type.
  3. Inspect outlet plates and patch panels for complete labels.
- D. Testing - Fiber Optic Cabling:
  1. Backbone: Perform optical fiber end-to-end attenuation test using an optical time domain reflectometer (OTDR) and manufacturer's recommended test procedures; perform verification acceptance tests and factory reel tests.
- E. Final Testing: After all work is complete, including installation of telecommunications outlets, and telephone dial tone service is active, test each voice jack for dial tone.

**END OF SECTION**

## SECTION 31 2000 - EARTH MOVING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes the following:

1. Excavating and backfilling.

#### 1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

D. Fill: Soil materials used to raise existing grades.

E. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

F. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

#### 1.3 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated.

B. Contractor is responsible to locate all utilities within their work area prior to commencing work. Coordinate locations of site utilities with the City and the building Owner.

#### 1.4 FIELD CONDITIONS

A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups that are free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Satisfactory soils are to be maintained within 2 percent of optimum moisture content at time of compaction.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain erosion and sedimentation controls during earthwork operations.

### 3.2 EXCAVATION

- A. Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Excavation for Underground Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch (25 mm).

### 3.3 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

### 3.4 SOIL FILL

- A. Place and compact fill material in layers to required elevations as follows:
  - 1. Under walks and pavements, use satisfactory soil material.

### 3.5 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 4 inches in loose depth for material compacted by mechanical vibratory compaction tampers.

- B. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at compact each layer of initial and final backfill soil material at 95 percent.

### 3.6 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

### 3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose off Owner's property.

END OF SECTION 31 2000



REAR WALL OF BUILDING



REAR WALL OF BUILDING



ALLEY EXTERIOR WALL - NORTH HALF



ALLEY EXTERIOR WALL - SOUTH HALF



ALLEY WALL - NORTH CONCRETE PIER



ALLEY WALL - SOUTH CONCRETE PIER



ALLEY - POWER LINES & SPRINKLER PIPES



SPRINKLER PIPES & BOLLARD STANCHION



ALLEY - BACK WALL CONDUITS



POWER CONDUITS



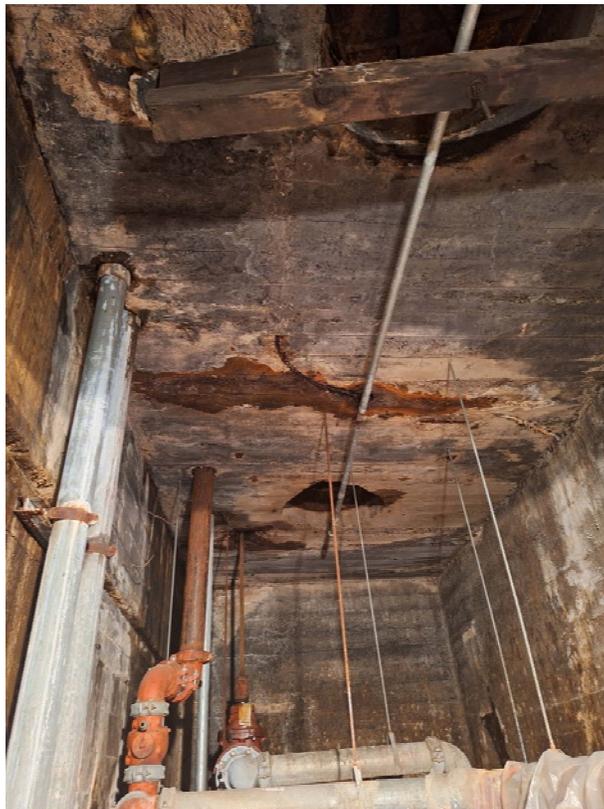
STAIRWAY DRYWALL REPAIRS



BASEMENT PLASTER REPAIRS



MANHOLE FOR INFILL IN CONCRETE LID



BASEMENT UTILITIES UNDER ALLEY