

PROJECT MANUAL

PROJECT NAME:

Mount Pleasant Correctional Facility Hot and Cold Water Main Replacement

PROJECT ADDRESS:

1200 E Washington Street
Mt. Pleasant, Iowa 52641

PROJECT DATE: February 2nd, 2026

OWNER:

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



OWNER PROJECT NUMBER: 9502.00

OWNER REQUEST FOR BID NUMBER: RFB 950200-01

CONSTRUCTION MANAGER:

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



CONSTRUCTION MANAGER PROJECT NUMBER: 101368.015

ARCHITECT:

MODUS Engineering
130 E 3rd Street #300
Des Moines, Iowa 50309



ARCHITECT PROJECT NUMBER: 25-182

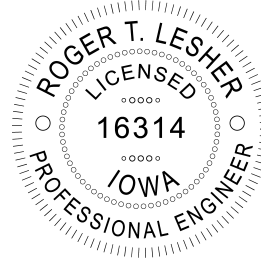
SECTION 00 0107

SEALS PAGE

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

Discipline: Mechanical and Electrical

Stamp:



Company Name: MODUS Engineering

Address: 118 E College St, Iowa City, IA 52240

Telephone: 515-829-4158

Name: Roger T. Lesher

Responsibility: Divisions 22 and 26

License#: 16314

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

Discipline: _____

Stamp:

Company Name: _____

Address: _____

Telephone: _____

Name: _____

Responsibility: _____

License#: _____

END OF SECTION

SECTION 00 0110

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SECTION 00 0115

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	W. E100.0	Powerhouse Electrical Plans

END OF SECTION

SECTION 00 0116

BID SUBMITTAL CHECKLIST

PART 1 - GENERAL

1.01 BID SUBMITTAL CHECKLIST

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 1113
NOTICE TO BIDDERS
RFB #950200-01

The Iowa Department of Administrative Services will be receiving bids for the replacement of the domestic water mains at the Mt. Pleasant Correctional Facility. Mt. Pleasant Correctional Facility: 1200 E Washington St, Mt Pleasant, IA 52641

The Iowa Department of Administrative Services anticipates construction to begin on April 17th, 2026 and end on August, 25th 2026.

Bids must be received no later than **3:00 pm, Wednesday, February 25th, 2026**. 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 <https://meet.google.com/ddk-fech-jba?hs=122&authuser=0> and teleconference number: :+1-361-360-8486 Pin: 983 082 514# at 4:00 pm on February 25th, 2026.

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

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

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

Questions must be submitted by 3:00 pm, February 17th, 2026, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by 3:00 pm, February 17th, 2026, 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, February 12th, 2026 at 9:00 am at Mt. Pleasant Correctional Facility at 1200 E Washington St, Mt Pleasant, IA 52641. This meeting is not mandatory but is highly recommended.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/27597829114676?p=tecpvwpkz3MMxg0Xir>

Meeting ID: 275 978 291 146 76

Passcode: gP7HL7kx

[Need help?](#) | [System reference](#)

Dial in by phone

+1 412-912-1530,,340234576# United States, Pittsburgh

[Find a local number](#)

Phone conference ID: 340 234 576#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Bidding Documents, including drawing sheets bearing the project name: DOC Mt. Pleasant Correctional Facility Hot and Cold Water Main Replacement, Dated 01/27/2026 and the Project Manual prepared by MODUS Engineering 01/27/2026, may be obtained from Rapids Reproductions by visiting www.rapidsrepro.com or by calling (515) 251-3222 on Wednesday, February 4th, 2026

For further information regarding this project contact:
Katelyn Howells – Issuing Officer
Phone: (515) 721-7856
E-Mail: construction.procurement@iowa.gov

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS
RFB #950200-01

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT DESCRIPTION

- A. Project Description: Replacement of the domestic water mains inside the facility at Mt. Pleasant Correctional Facility.

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, 3rd floor, 1305 East Walnut Street, Des Moines, IA 50319-0105, Phone: 515-823-9327; email: construction.procurement@iowa.gov
- B. OWNER REPRESENTATIVE: Brandon Adams, State of Iowa, Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319, Phone: 515-201-2197; email: brandon.adams@iowa.gov
- C. ON-SITE COORDINATOR: Tony Kempker, Facility Manager, 1200 East Washington Mt. Pleasant, Iowa 52641, Phone: 319-931-9460; email: anthony.kempker@iowa.gov
- D. CONSTRUCTION MANAGER CONTACT: Aaron Ledebuer, McGough 217 E 2nd Street, Suite 120, Des Moines, IA 50309, Phone: 605-940-5488; email: aaron.ledeboer@mcgough.com
- E. DESIGN PROFESSIONAL CONTACT: Roger Leshner, MODUS Engineering, 130 E 3rd Street, Suite 300, Des Moines, IA 50309, Phone: 515-829-4158; email: rlesher@modus-eng.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	View Event ▾

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

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

Prerequisites - Bidder must complete all prerequisites.

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

Questions - Bidder must complete all questions.

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

SECTION 00 2113.02

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Agent's Name Agent's Address	CONTACT NAME: Agent's Information	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Trade Contractor's Name Trade Contractor's Mailing Address	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Company A (AM Best Rated A/VI or Better)	NAIC # Admitted
	INSURER B:	Carriers
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	Minimum
* A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	#TBD-CGL	3/1/17	3/1/18	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/POP AGG	\$ 1,000,000 \$ \$ \$ 1,000,000 \$ 2,000,000 \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X	#TBD-AL	3/1/17	3/1/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 e amount varies based on paragraph 10.2.2 of the ConsensusDocs 802 contract
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X X	#TBD-UMB	3/1/17	3/1/18	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A X	#TBD-WC	3/1/17	3/1/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500,000 \$ 500,000 \$ 500,000
* E	Owners Contrators Protective Liability		#TBD-OCF	3/1/17	3/1/18	*Limits equal to CGL (or) as required by owner (Note- Would be either CGL or OCF, not both)	

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

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

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ACORD 25 (2014/01)

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SECTION 00 3113

PRELIMINARY SCHEDULE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preliminary Construction Schedule
- B. Schedule Durations

1.02 PRELIMINARY SCHEDULE

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

1.03 SCHEDULE DURATIONS

- A. Anticipated Notice of Intent to Award – 2/26/2026
- B. Anticipated Date of Commencement – 4/17/2026
- C. Substantial Completion by – 9/16/2026

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

Activity Name	Original Duration	Start	Finish	2026												
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
9502.00 MPCF Hot & Cold Water Main Replacement	195	23-Jan-26	28-Oct-26													
Preconstruction	49	23-Jan-26	01-Apr-26													
McGough Receive 100% CD Set	1	23-Jan-26*	23-Jan-26	McGough Receive 100% CD Set												
McGough Compile Front-End Specs	5	26-Jan-26	30-Jan-26	McGough Compile Front-End Specs ■												
McGough Issue Final Docs to Procurement	2	02-Feb-26	03-Feb-26	McGough Issue Final Docs to Procurement ■												
Project Goes Live	1	04-Feb-26	04-Feb-26	Project Goes Live												
Bidding	15	05-Feb-26	25-Feb-26	Bidding ■■■■■■■■■■												
Pre-Bid Meeting	1	12-Feb-26	12-Feb-26	Pre-Bid Meeting												
McGough Issue Addendum 01	3	18-Feb-26	20-Feb-26	McGough Issue Addendum 01 ■												
Bids Due	1	25-Feb-26	25-Feb-26	Bids Due												
Issue NOI to Award	5	26-Feb-26	04-Mar-26	Issue NOI to Award ■■■■■												
Contractor Kickoff Meeting	1	05-Mar-26	05-Mar-26	Contractor Kickoff Meeting												
802 Contract Execution	10	05-Mar-26	18-Mar-26	802 Contract Execution ■■■■■■■■■■												
Permitting	10	19-Mar-26	01-Apr-26	Permitting ■■■■■■■■■■												
Procurement	35	19-Mar-26	07-May-26													
Submit / Review / Approve Submittals	15	19-Mar-26	09-Apr-26	Submit / Review / Approve Submittals ■■■■■■■■■■												
Procure CP-1	20	10-Apr-26	07-May-26	Procure CP-1 ■■■■■■■■■■												
Procure Misc. Pipe Specialties & Hangers	5	10-Apr-26	16-Apr-26	Procure Misc. Pipe Specialties & Hangers ■■■■■												
Procure Piping	15	10-Apr-26	30-Apr-26	Procure Piping ■■■■■■■■■■												
Procure Insulation	10	10-Apr-26	23-Apr-26	Procure Insulation ■■■■■■■■■■												
Construction	91	17-Apr-26	25-Aug-26													
Mobilization	2	17-Apr-26	20-Apr-26	Mobilization ■												
Tunnel	81	21-Apr-26	13-Aug-26													
Tunnel - Asbestos & Lead Abatement	2	21-Apr-26	22-Apr-26	Tunnel - Asbestos & Lead Abatement ■												
Tunnel - Installing Hangers & Carriers	8	23-Apr-26	04-May-26	Tunnel - Installing Hangers & Carriers ■■■■■■■■												
Tunnel - Install New Domestic Water Piping	8	26-May-26	04-Jun-26	Tunnel - Install New Domestic Water Piping ■■■■■■■■												
Tunnel - Install New Recirculation Pump	1	02-Jun-26	02-Jun-26	Tunnel - Install New Recirculation Pump												
Tunnel - Power to Recirculation Pump	2	03-Jun-26	04-Jun-26	Tunnel - Power to Recirculation Pump ■												
Tunnel - Testing & Flushing	3	06-Jul-26	08-Jul-26	Tunnel - Testing & Flushing ■■■												
Tunnel - Install Insulation	5	17-Jul-26	23-Jul-26	Tunnel - Install Insulation ■■■■■												
Tunnel - Switchover & Balancing	3	05-Aug-26	07-Aug-26	Tunnel - Switchover & Balancing ■■■												
Tunnel - Demo Existing Piping	4	10-Aug-26	13-Aug-26	Tunnel - Demo Existing Piping ■■■■												
West Wing	83	23-Apr-26	19-Aug-26													
West Wing - Lead Abatement	3	23-Apr-26	27-Apr-26	West Wing - Lead Abatement ■■■												
West Wing - Installing Hangers & Carriers	7	05-May-26	13-May-26	West Wing - Installing Hangers & Carriers ■■■■■■												
West Wing - Install New Domestic Water Piping	10	05-Jun-26	18-Jun-26	West Wing - Install New Domestic Water Piping ■■■■■■■■												
West Wing - Testing & Flushing	3	09-Jul-26	13-Jul-26	West Wing - Testing & Flushing ■■■												
West Wing - Install Insulation	4	24-Jul-26	29-Jul-26	West Wing - Install Insulation ■■■■■												
West Wing - Switchover & Balancing	3	10-Aug-26	12-Aug-26	West Wing - Switchover & Balancing ■■■												
West Wing - Demo Existing Piping	4	14-Aug-26	19-Aug-26	West Wing - Demo Existing Piping ■■■■												
East Wing	84	28-Apr-26	25-Aug-26													
East Wing - Lead Abatement	5	28-Apr-26	04-May-26	East Wing - Lead Abatement ■■■■■												
East Wing - Installing Hangers & Carriers	7	14-May-26	22-May-26	East Wing - Installing Hangers & Carriers ■■■■■■												
East Wing - Install New Domestic Water Piping	10	19-Jun-26	02-Jul-26	East Wing - Install New Domestic Water Piping ■■■■■■■■												
East Wing - Testing & Flushing	3	14-Jul-26	16-Jul-26	East Wing - Testing & Flushing ■■■												
East Wing - Switchover & Balancing	3	17-Jul-26	21-Jul-26	East Wing - Switchover & Balancing ■■■												
East Wing - Install Insulation	4	30-Jul-26	04-Aug-26	East Wing - Install Insulation ■■■■■												
East Wing - Demo Existing Piping	4	20-Aug-26	25-Aug-26	East Wing - Demo Existing Piping ■■■■												
Closeout	45	26-Aug-26	28-Oct-26													
Punch List	5	26-Aug-26	01-Sep-26	Punch List ■■■■												
Punch List Corrections	10	02-Sep-26	16-Sep-26	Punch List Corrections ■■■■■■■■												
Substantial Completion	0		16-Sep-26	Substantial Completion ◆												
Contractor Submit Closeout Documents	30	17-Sep-26	28-Oct-26	Contractor Submit Closeout Documents ■■■■■■■■■■												
Final Completion	0		28-Oct-26	Final Completion ◆												

■ Remaining Level of Effort
■ Actual Work
■ Remaining Work
■ Critical Remaining Work
◆ Milestone

MPCF: Domestic Water Main Replacement



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. Terracon – document dated 1/13/2026
- 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

Limited Asbestos and Lead-Containing Paint Survey Report

Mount Pleasant Correctional Facility

Hot and Cold-Water Main Replacement Project

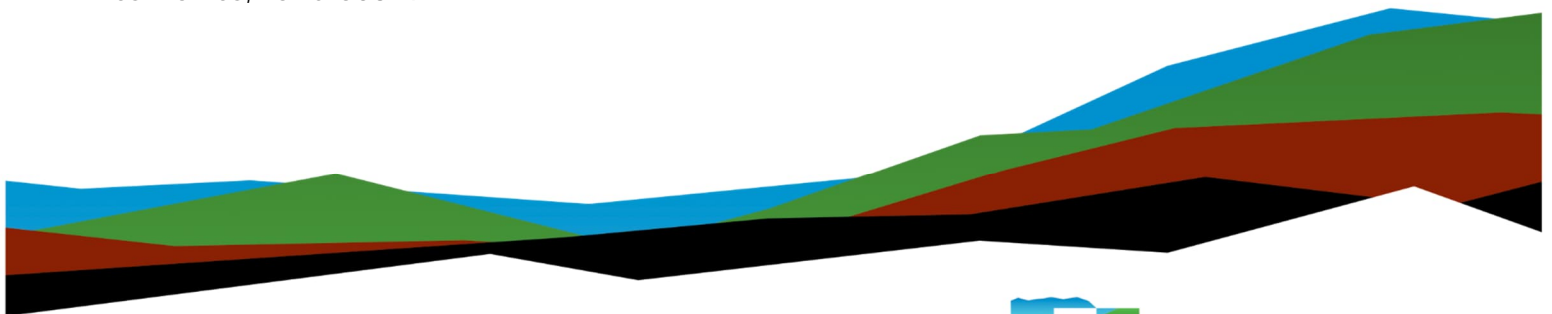
1200 E Washington Street

Mt. Pleasant, Henry County, Iowa 52641

January 13, 2026 | Terracon Report Number: 06257195

Prepared for:

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



Nationwide
[Terracon.com](https://www.terracon.com)

- Facilities
- Environmental
- Geotechnical
- Materials



2640 12th Street SW
Cedar Rapids, Iowa 52404
P (319) 366-8321
Terracon.com

January 13, 2026

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

Attn: Mr. Brandon Adams
P: 515-725-1273
E: brandon.admans@iowa.gov

RE: Proposal for Limited Asbestos and Lead-Containing Paint Survey
Main Building/Powerhouse Hot & Cold-Water Main Replacement
Mount Pleasant Correctional Facility (MPCF)
1200 East Washington Street
Mount Pleasant, Iowa 52641
Terracon Project No. 06257195

Dear Mr. Adams:

Terracon Consultants, Inc. (Terracon) is pleased to submit the asbestos and lead-containing paint survey report to the Iowa Department of Administrative Services (IDAS, or the Client) on behalf of McGough Construction (McGough), for the above listed Hot & Cold-Water Main Replacement project at the Mount Pleasant Correctional Facility (MPCF) campus. Terracon's services were performed on December 22, 2025, at the above-referenced buildings. This survey was conducted in general accordance with Terracon Proposal No. P06547195 dated December 16, 2025.

Thermal systems insulation (TSI) in the Powerhouse was identified as asbestos-containing. Lead-containing paint was also detected on various painted surfaces that may be impacted by the replacement project. Please refer to the report for additional details.

Terracon appreciates the opportunity to provide services to IDAS. If you have questions regarding this report, please contact Steven Mack at (563) 355-0702 or steve.mack@terracon.com

Sincerely,
Terracon Consultants, Inc.

Prepared by:
Steve Mack

Steven Mack
Field Supervisor

Reviewed by:

Eric W. Harris
Regional Services Manager

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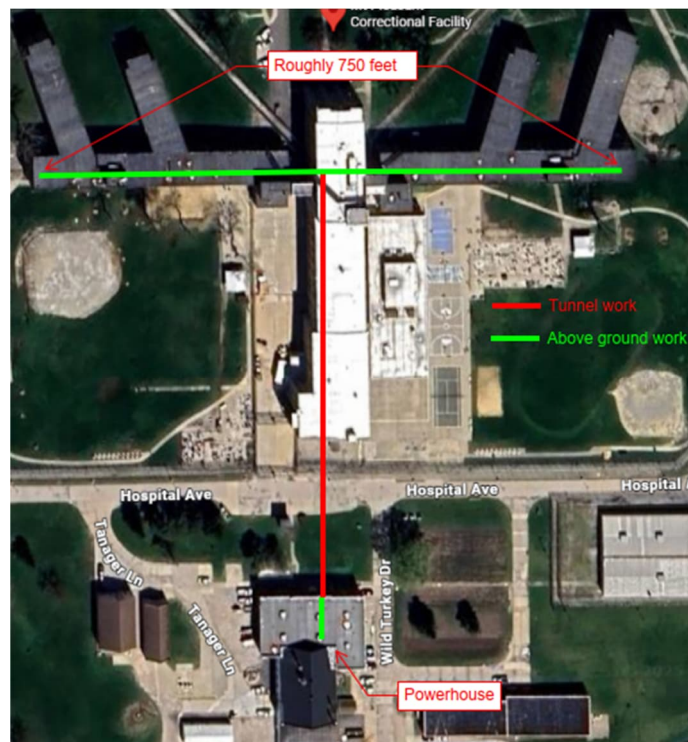
Appendix F: Asbestos Inspector Licenses

1.0 PROJECT OVERVIEW

Terracon Consultants, Inc. (Terracon) conducted a limited asbestos and lead paint inspection at Main building and Powerhouse at the Mt. Pleasant correctional facility Campus, located at 1200 East Washington Street in Mt. Pleasant, Iowa. Terracon understands that these services were requested in anticipation of the replacement of the main hot and cold domestic water system. The inspection was conducted by Mr. Steve Mack, a state of Iowa-licensed asbestos inspector on December 22, 2025, in accordance with Terracon Proposal No. P06257195 dated December 16, 2025.

At the time of the assessment, utilities in the spaces were live. An escort was provided by MPCF staff at all times during the survey. The Powerhouse was occupied; the Main Building and Powerhouse tunnels were unoccupied and secured. Portions of the east wing of the Main Building basement were utilized for inmate work area purposes.

Prior to the survey, McGough Construction (McGough) provided an overview map (shown below) of the work areas that will be impacted by the project.



Based on our understanding, disturbance of interior finishes, adjacent to the main pipe runs, including walls and tunnel systems, are anticipated. Preliminary plans include removal of existing hot and cold-water main distribution piping which may include minor demolition of

existing walls to facilitate piping removals. This survey was not intended to be an exhaustive survey; Terracon did not complete destructive investigation to identify suspect materials. Further, based on our understanding of the project, we did not include surveying materials that branch off more than 12 inches from the main water distribution lines since they are not likely to be impacted by the replacement project. The intent of the survey was only to document affected materials that were visible in the interior of the Main Building, Powerhouse, and connecting tunnel system and was further limited to structural and demising walls and piping that are likely to be impacted by the project. Additional sampling may be required if additional materials are impacted by future renovation activities.

1.1 Project Objective

We understand these services were requested to support IDAS plan to replace the hot and cold-water mains, and to satisfy requirements of the United States Environmental Protection Agency (USEPA) 40 Code of Federal Regulations (CFR) Part 61, Subpart M, the National Emission Standards for Hazardous Air Pollutants (NESHAP). Terracon also understands that the intent of the assessment is to assist the client with communicating the presence, location, and quantity of asbestos-containing materials (ACMs), lead-based paint (LBP), lead-containing paint (LCP), and other potentially regulated materials to employees, vendors, and contractors working in the building in order to meet the requirements of the Occupational Safety and Health Administration (OSHA) communication of hazard requirements found at 29 CFR 1926.1101.

The lead-containing paint (LCP) inspection was conducted concurrently with the ACM inspection. The USEPA has defined lead-based paint (LBP) as containing 1.0 milligram per square centimeter (mg/cm²) or 0.5 percent (%) by weight. However, LBP regulations only apply to child-occupied and residential structures. LCP waste from renovation or partial (there is an exception for whole-building demolition) demolition activities, such as debris, paint chips, dust, and sludges, that exhibit the toxicity characteristic must be managed and disposed as a hazardous waste under the Resource Conservation and Recovery Act (RCRA). For debris generated by renovation activities, a composite, representative sample of the demolition debris must be tested to determine if it is regulated as hazardous waste under 40 CFR 261 Identification and Listing of Hazardous Waste.

1.2 Reliance

This report is for the exclusive use of the Iowa Department of Administrative Services (IDAS), the Department of Corrections/the Mount Pleasant Correctional Facility. Reliance by any other party is prohibited without the written authorization of Terracon and IDAS. Reliance on this report by IDAS and all authorized parties is subject to the terms,

conditions, and limitations stated in the Master Services Agreement (MSA) between Terracon and IDAS effective August 26, 2024.

2.0 BUILDING DESCRIPTION

The following table provides a general summary of building information and construction information such as structure and finishes used within the building. Information was gathered from the 100% field information, as appropriate.

Table A. General Building Information

Item	Description
Site Name	Main Building and Powerhouse
Location/Address	1200 East Washington Street, Mount Pleasant, Iowa 52641
Building Use	Minimum security correctional facility
Number of floors	3
Basement	Yes
Tunnels/Crawlspace	Yes
Main Building Square Footage Connecting Tunnel Powerhouse	Approximately 52,420 square feet (SF) Approximately 4,200 SF Approximately 10,000 SF
Building Construction Information	Main Structure: Brick, concrete, concrete masonry unit (CMU) block Roof Type: Flat, membrane

Flooring Structure: Concrete slab

Flooring Finishes: Bare concrete

Interior Finishes: CMU, plaster

HVAC Equipment: Boiler system

3.0 FIELD ACTIVITIES

The inspection services were conducted on December 22, 2025, by Mr. Steve Mack. A guard escort was provided during survey activities and provided keyed access when needed.

3.1 Asbestos Inspection

The asbestos inspection was conducted in accordance with the sample collection protocols established in USEPA 40 CFR 763.86, Sampling. A summary of Inspection activities is provided below.

3.1.1 Asbestos Visual Inspection

Terracon's asbestos inspection activities were initiated with visual observation of the interior of the building to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of materials that appear similar throughout in terms of color and texture with consideration given to the date of application.

Although reasonable efforts were made to inspect accessible suspect materials, additional suspect but unsampled materials could be located in the subsurface, or in other concealed areas or areas where the investigation was not feasible without significant damage and/or excavation, or areas deemed unsafe. Those areas are described in Table 2 in Appendix A.

3.1.2 Asbestos Physical Assessment

A physical assessment of each HA of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the USEPA as a material that can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.1.3 Asbestos Sample Collection

Based on the results of the visual observation, bulk samples of suspect ACM were collected in accordance with the sampling protocols outlined in 40 CFR 763.86 – Sampling. Samples of suspect materials were collected from randomly selected locations in each HA. Samples

were placed in sealable containers and labeled with unique sample numbers using an indelible marker. The selection of sample locations and frequency of sampling was based on Terracon's observations and the assumption that like materials in the same area are homogenous in content.

Terracon collected 12 bulk samples from 4 HAs of suspect ACM in the inspection area. A summary of suspect ACM samples collected during the inspection is provided in Table 3 in Appendix A.

3.1.4 Asbestos Sample Analysis

Bulk samples were submitted under COC to EMSL Analytical, Inc. (EMSL) in Cinnaminson, New Jersey, for analysis by polarized light microscopy (PLM) with dispersion techniques in accordance with USEPA's *Method for the Determination of Asbestos in Bulk Building Materials* (600/R-93-116). The percentage of asbestos, if present, was determined by microscopic visual estimation. The Cinnaminson laboratory is a National Voluntary Laboratory Accreditation Program (NVLAP) accredited (lab code 101048-0).

EMSL separated multilayered samples into individual layers for analysis; the laboratory analyzed a total of 22 individual layers from samples collected from the site.

3.2 Lead-Containing Paint (LCP) Inspection

The LCP inspection was completed by Mr. Steven Mack. The purpose of the LCP inspection was to assess for the presence of lead in coatings on materials that may be affected by future renovations, evaluate the potential for airborne exposure to workers involved in renovation activities, and assess for the presence of other lead-containing materials that should be removed and properly disposed. A physical assessment of each homogeneous coating was conducted to assess the condition of the coating, and its potential for creating lead dust.

The intent of the LCP survey was not intended to serve as an exhaustive survey of the building, but to develop preliminary information for the client to use in renovation planning and for informational purposes. As such, the LBP survey was not performed to comply with the United States Department of Housing and Urban development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing standards, since the building does not and will not meet the definition of "target housing." Target housing is a home or residential unit built before 1978. Therefore, the lead testing conducted herein was not intended to comply with regulations for target housing, including the HUD Lead Safe Housing Rule (LSHR) (24 CFR Part 35, subparts B-R), the EPA/HUD Lead Disclosure Rule (the identical 24 CFR 35, subpart A and 40 CFR 745, subpart F, or the EPA Renovation, Repair and Painting (RRP) Rule.

3.2.1 LCP Visual Observation

Terracon generally observed the surfaces and surface coatings of the various components within adjacent to the main piping distribution systems. Areas of flaking, peeling, or otherwise delaminating paint or surface coatings that would be considered potential lead-containing paint hazards were observed during the visual assessment.

3.2.2 LCP Chip Sampling

Based on the results of the visual observation, paint chip samples of suspect lead-containing paint were collected in accordance with the standard sampling protocols. Samples of suspect materials were collected from randomly selected locations of each paint color and substrate. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker. The selection of sample locations and frequency of sampling was based on Terracon's observations and the assumption that like materials in the same area are homogeneous in content.

Terracon collected four paint chip samples from multiple painted substrates by utilizing the wet, hand-scrape method to collect each sample. The suspect lead-based paint samples collected during the inspection are provided in Table 4 of Appendix A. The laboratory report and the chain of custody (COC) are presented in Appendix B.

3.2.3 LCP Chip Analysis

The paint chip samples were submitted under COC to EMSL in Cinnaminson, New Jersey, for analysis of lead by USEPA SW-846 Methods 3050B "Acid Digestion of Sediments, Sludges, and Soils" and 7000B Flame Atomic Absorption Spectrophotometry. EMSL is accredited by the American Industrial Hygiene Association Laboratory Accreditation Program (AIHA LAP; accreditation number 100194).

4.0 FINDINGS AND RECOMMENDATIONS

4.1 Asbestos Findings and Recommendations

4.1.1 Asbestos Findings

Asbestos in concentrations greater than (>) 1% was reported by the analytical laboratory in the following materials:

- Thermal system insulation (TSI) – layered pipe insulation and mudded joint/fittings.

Table 1, included in Appendix A, provides information on the confirmed ACMs, sample locations, and approximate quantities. Exhibit 1 in Appendix B indicates the approximate

positive sample locations of ACM and LCPs. EMSL's laboratory analytical report and the COC are included in Appendix C. Photographs of the confirmed ACMs and project area are presented in Appendix D.

Based on our observations, the main water distribution piping in the project area is generally covered in fiberglass insulation. Residual asbestos containing materials were not apparent on hangars or below fiberglass insulation in areas where fiberglass jacketing was cut open; however, we cannot guarantee that ACM pipe coverings do not exist beneath fiberglass.

4.1.2 Asbestos Recommendations

As NESHAP and OSHA regulations govern the removal of ACMs, Terracon recommends that a contractor permitted to perform asbestos abatement in the State of Iowa be retained to properly abate and dispose of ACMs identified within this report in accordance with local, state, and federal regulations.

The owner is responsible for NESHAP regulatory compliance regarding the proper removal, handling, and disposal of ACMs to be disturbed prior to any renovation. Per State of Iowa regulations, please be aware that the owner and/or operator must notify the Iowa Department of Natural Resources (DNR) at least 10 business days prior to asbestos abatement activities at certain quantity thresholds and prior to all renovation and/or demolition activities.

If additional but unsampled suspect ACMs are discovered during renovation activities, the material(s) must be assumed to contain asbestos and treated as such unless sampled by an accredited inspector and laboratory analysis determines otherwise. Based on our understanding of the project, we did not include surveying materials that branch off more than 12 inches from the main water distribution lines since they are not likely to be impacted by the project. Additional sampling may be required if additional materials are impacted by future renovation activities.

It should be anticipated that mudded fittings associated with layered pipe insulation could be found inside of wall cavities or ceiling pipe chases.

A summary of applicable asbestos regulations is provided in Appendix E.

4.2 Lead-Containing Paint Findings and Recommendations

4.2.1 LCP Findings

Four paint chip samples submitted contained detectable concentrations of lead, but were determined to be less than the USEPA definition of lead-based paint and are summarized below:

- Pink paint on concrete tunnel walls in the Powerhouse

- Light green paint on plaster in the Powerhouse
- Purple and white paint on CMU Block walls in the Main Building

Table 4 in Appendix A contains the lead-containing paint chip sample summary. Exhibits 1 and 2 in Appendix B include LCP sample location maps, and photographs of the confirmed LCPs are presented in Appendix D.

4.2.2 LCP Recommendations

The findings presented herein should not be construed as a comprehensive survey of all coated surfaces in the buildings. Coatings on building components similar to identified lead-coated components should also be treated as lead-containing coatings unless specific testing results prove otherwise, regardless of surface color, as lead coating layers are often not the top (visible) layer. The painted components containing lead included CMU block, plaster, and concrete; samples were generally taken adjacent to where penetrations and select demolition may occur.

Please note that due to the age of the facility, lead containing coatings may be present on other painted components in the work areas. Demolition activities should adhere to the OSHA construction standard for lead, as outlined Appendix E of this report. Terracon recommends that the contractor(s) involved in the demolition be notified of the presence of LCP on various surface coatings. OSHA's lead standard for construction (29 CFR 1926.62) applies regardless of the concentration of lead. Where lead is present, it should be assumed that workers will be exposed to lead above the action level and personal protective measures should be implemented until an exposure assessment is completed in accordance with OSHA regulation 29 CFR 1926.62. Please refer to Appendix E for additional information regarding OSHA's lead standard for construction.

If waste materials containing lead are generated, they may be regulated as hazardous waste. Lead-containing paint waste from renovation activities, such as debris, paint chips, dust, and sludges, which exhibit the toxicity characteristic must be managed and disposed of as hazardous waste under the Resource Conservation and Recovery Act (RCRA), except whole-building demolition debris. The hazardous waste criterion for lead wastes is established under 40 CFR 261, as 5.0 milligrams per liter (mg/L) measured by the Toxicity Characteristic Leaching Procedure (TCLP). A summary of lead regulations is provided in Appendix E.

5.0 LIMITATIONS/GENERAL COMMENTS

Terracon's services were conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our survey. The

information contained in this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by IDAS. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information that may have been used in the preparation of this report. No warranty, express or implied is made.

Appendix A: Tables

Table 1 – Identified Asbestos-Containing Materials

HA #	Material Description	General Location	Total Asbestos Percentage/ Type	NESHAP Category ¹	Condition ²	Estimated Quantity / Notes
3	TSI - layered pipe insulation	Powerhouse – lower level, by north tunnel access door	5-6% Chrysotile	Friable	Significantly Damaged	3 LF ³ It should be anticipated that mudded fittings associated with layered pipe insulation could be found inside of wall or ceiling pipe chases.
	TSI - mudded joint/fittings					1 LF It should be anticipated that mudded fittings associated with layered pipe insulation could be found inside of wall or ceiling pipe chases.

¹ Friable/Regulated Asbestos Containing Material (RACM); Category I nonfriable ACM: includes asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing >1% asbestos; Category II nonfriable ACM: includes any materials other than Category I nonfriable materials that contain more than 1% asbestos

² Good (little or no visible damage or deterioration, or showing only very limited damage or deterioration); Damaged (area of damage is less than 10% if evenly distributed, or less than 25% if localized); Significantly Damaged (area of damage is greater than 10% if evenly distributed, or greater than 25% if localized)

³ LF – linear feet

Table 2 – Inaccessible and Assumed Asbestos-Containing Materials, Not Sampled

Assumed materials are materials that are commonly determined to contain asbestos that were not included in the scope of work of the survey. Additional unidentified materials should be sampled before any renovation or demolition activities that may disturb them to determine their actual asbestos content.

Spaces	Material Descriptions	Potential Quantity	Notes
Pipe branch-offs extending further than 12" from the hot and cold-water mains	TSI (Thermal Systems Insulation), caulks, gaskets, sealants	Unknown	Multiple areas of TSI were observed to branch off the hot and cold-water mains throughout the Main Building, tunnels, and Powerhouse. Our survey was limited to areas immediately adjacent to the main water distribution lines. It should be assumed that branch-off piping runs associated with the piping systems may contain asbestos.

TABLE 3 –ASBESTOS SURVEY SAMPLE SUMMARY

HA #	Sample ID	Material Description	Material Location	Sample Location	Total Asbestos Percentage and Type
1	1-PI3-01	White mastic	Main building (MSU) - Tunnel	Main building (MSU) - Tunnel, center area of the tunnel, on the 2" hot water line	ND
		Yellow pipe insulation			ND
		White paper facing			ND
	1-PI3-02	White mastic		Main building (MSU) - Tunnel, center area of the tunnel, on the 2" hot water line	ND
		Yellow pipe insulation			ND
		White paper facing			ND
	1-PI3-03	White mastic		Main building (MSU) - Tunnel, center area of the tunnel, on the 2" hot water line	ND
		Yellow pipe insulation			ND
		White paper facing			ND

HA #	Sample ID	Material Description	Material Location	Sample Location	Total Asbestos Percentage and Type	
2	2-MA3-04	Gray CMU block	Main building (MSU) - Tunnel	Main building (MSU) - Tunnel, tunnel access door, center area of doorway	ND	
		Gray mortar			ND	
	2-MA3-05	Gray CMU block		Main building (MSU) - Tunnel	Main building (MSU) – basement East wing, center hallway on the north side	ND
		Gray mortar				ND
	2-MA3-06	Gray mortar		Main building (MSU) – basement, West wing, maintenance room, by tunnel entrance	ND	
	3	3-PI2-07		TSI – Tan layered pipe insulation	Powerhouse	North powerhouse tunnel access, center area above the door
Gray mudded joint/fittings			45% Chrysotile			
3-PI2-08		TSI – Tan layered pipe insulation	North powerhouse tunnel access, center area above the door	5% Chrysotile		
		Gray mudded joint/fittings		40% Chrysotile		
3-PI2-09		Gray mudded joint/fittings	North powerhouse tunnel access, center area above the door	60% Chrysotile		
4	4-PL1-10	Gray plaster skim coat	Powerhouse	North powerhouse tunnel access, center area above the door	ND	
	4-PL1-11			North powerhouse tunnel access, center area above the door	ND	
	4-PL1-12			North powerhouse tunnel access, center area above the door	ND	

Table 4 – Lead-Containing Paint Survey Summary

Sample No	Substrate	Component	Color	Sample Location	Paint Chip Sample Result (% by Weight)	Friction or Impact Surface (Y or N)
PC - 01	Concrete	Tunnel Wall	Pink	Powerhouse – Inside the tunnel, on south wall by the access door	0.29 %	No
PC – 02	Plaster	Powerhouse Wall	Light Green	Powerhouse – North wall, northeast corner above tunnel access door	0.21 %	No
PC – 03	CMU Block	East Wing Wall	Purple	Main Building – East Wing, center room, east end, bottom of wall	0.070 %	No
PC – 04	CMU Block	West Wing Wall	White	Main Building – West Wing, center area of hallway	0.017 %	No

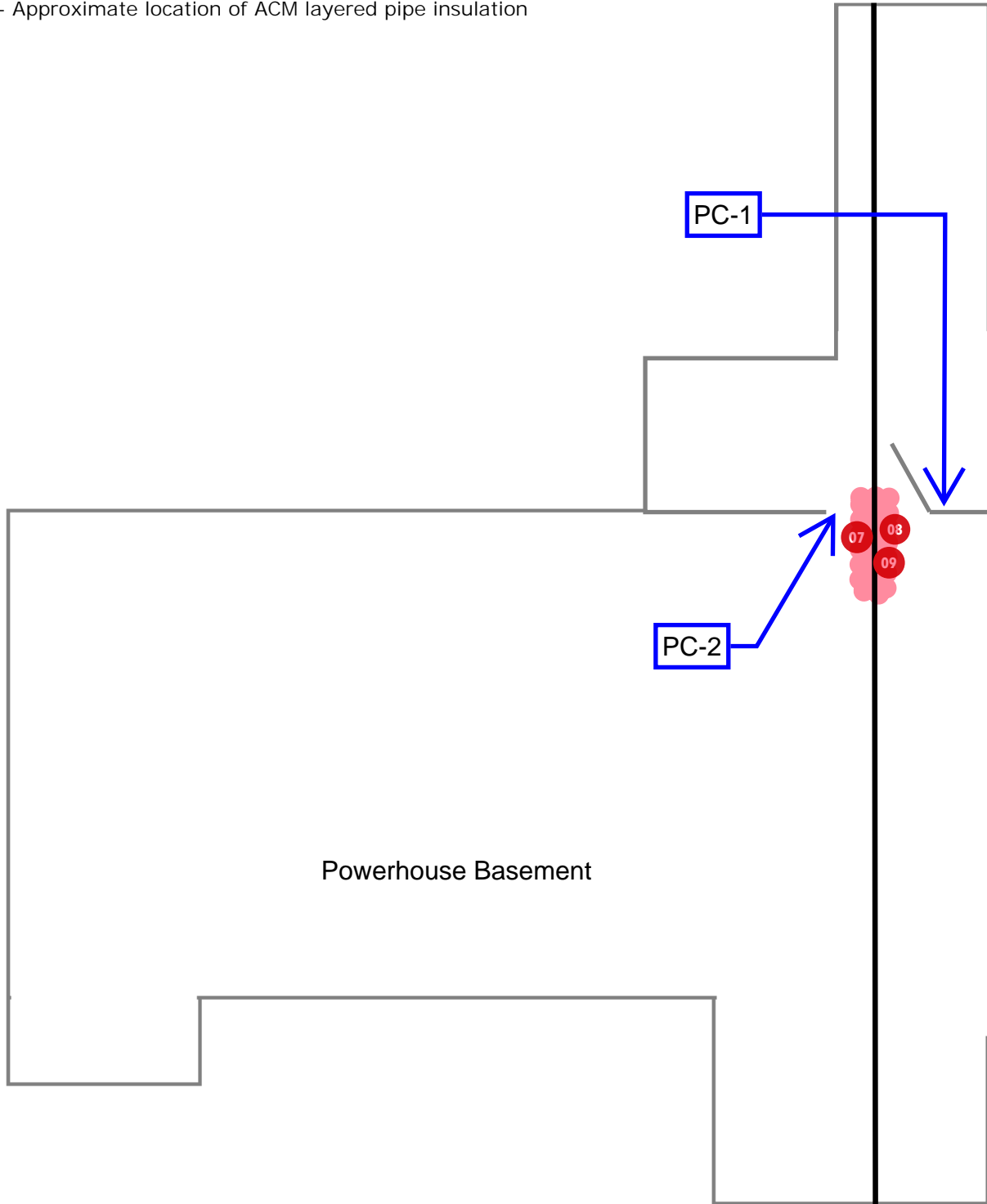
Appendix B: Exhibits

Legend

- - Approximate positive ACM sample location and identification number
- ◻ - Approximate LCP sample location and identification number
- - Approximate location of ACM layered pipe insulation

Notes

1. Sample locations are approximate.
2. Paint chip sampling was limited to areas potentially affected by hot and cold water main replacements.



Project Manager:	SMM	Project No.	06257195
Drawn by:	SMM	Scale:	NTS
Checked by:	EWH	File Name:	--
Approved by:	EWH	Date:	December 2025



870 40th Avenue Bettendorf, Iowa 52722
 PH. (563) 355 0707 FAX. (563) 355 4789

ACM AND LCP SAMPLE LOCATION MAP

MPCF – POWERHOUSE AND TUNNEL
 1200 EAST WASHINGTON STREET
 MOUNT PLEASANT, IOWA

EXHIBIT

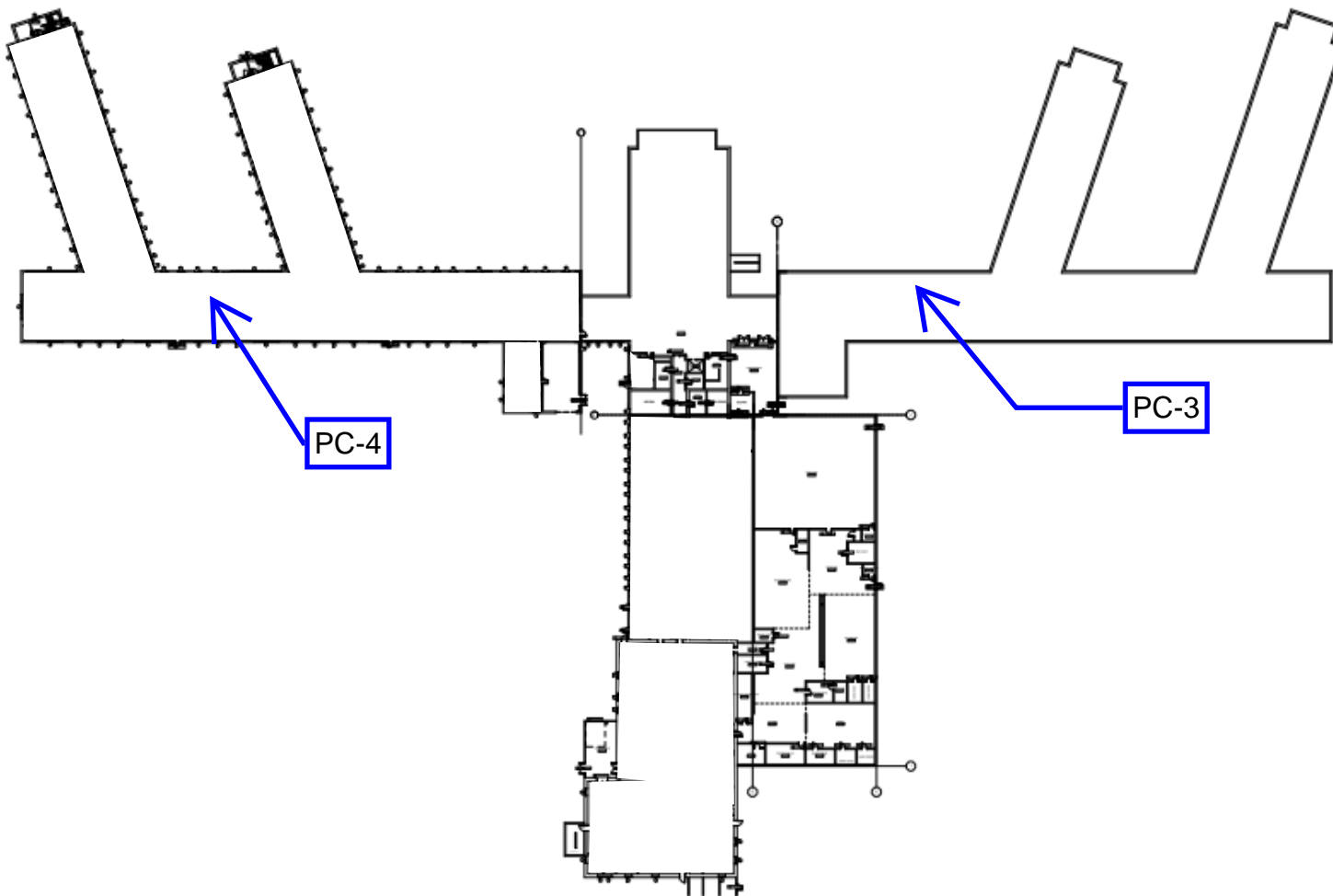
1


Legend

← □ - Approximate LCP sample location and identification number

Notes

1. Sample locations are approximate.
2. Paint chip sampling was limited to areas potentially affected by hot and cold water main replacements.



Project Manager: SMM	Project No. 06257195	 870 40 th Avenue Bettendorf, Iowa 52722 PH. (563) 355-0702 FAX. (563) 355-4789	LCP SAMPLE LOCATION MAP	EXHIBIT
Drawn by: SMM	Scale: Not To Scale		MPCF – MAIN BUILDING 1200 EAST WASHINGTON STREET MOUNT PLEASANT, IOWA	2
Checked by: EWH	File Name:			
Approved by: EWH	Date: December 2025			

Appendix C: Laboratory Analytical Reports and COCs



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

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

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042525049
Customer ID: TEI93
Customer PO: 07257154
Project ID:

Attention: Alex Davis Terracon Consultants, Inc. 870 40th Avenue Bettendorf, IA 52722	Phone: (563) 355-0702 Fax: (319) 355-4789 Received Date: 12/29/2025 8:40 AM Analysis Date: 12/29/2025 - 12/30/2025 Collected Date: 12/22/2025
Project: 07257154 / 1200 East Washington / Mt. Pleasant, Iowa / MPCF Water Mains - ACM Inspection / Powerhouse, Tunnels and MSU Building	

**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
1-PL3-01- Mastic 042525049-0001 <i>Sample bag labeled 1-PI5-01</i>	Main Building (MSU) - Tunnel / Center Area of the Tunnel on the 2" Hot Water Line, on the 2" Hot Water Line - TSI - White Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 1					
1-PL3-01- Insulation 042525049-0001A <i>Sample bag labeled 1-PI5-01</i>	Main Building (MSU) - Tunnel / Center Area of the Tunnel on the 2" Hot Water Line, on the 2" Hot Water Line - Yellow Fiberglass Pipe Insulation	Gray/Yellow Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
HA: 1					
1-PL3-01- Paper 042525049-0001B <i>Sample bag labeled 1-PI5-01</i>	Main Building (MSU) - Tunnel / Center Area of the Tunnel on the 2" Hot Water Line, on the 2" Hot Water Line - White Paper Facing	White/Silver Fibrous Homogeneous	40% Cellulose 10% Glass	50% Non-fibrous (Other)	None Detected
HA: 1					
1-PL3-02- Mastic 042525049-0002	Main Building (MSU) - Tunnel / Center Area of the Tunnel on the 2" Hot Water Line, on the 2" Hot Water Line - TSI - White Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 1					
1-PL3-02- Insulation 042525049-0002A	Main Building (MSU) - Tunnel / Center Area of the Tunnel on the 2" Hot Water Line, on the 2" Hot Water Line - Yellow Fiberglass Pipe Insulation	Gray/Yellow Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
HA: 1					
1-PL3-02- Paper 042525049-0002B	Main Building (MSU) - Tunnel / Center Area of the Tunnel on the 2" Hot Water Line, on the 2" Hot Water Line - White Paper Facing	White/Silver Fibrous Homogeneous	40% Cellulose 10% Glass	50% Non-fibrous (Other)	None Detected
HA: 1					

Report amended: 01/07/2026 08:00:29 Replaces initial report from: 12/30/2025 14:29:36 Reason Code: Client-Other (see report comment)



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

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

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042525049
Customer ID: TEI93
Customer PO: 07257154
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
1-PL3-03- Mastic 042525049-0003	Main Building (MSU) - Tunne l / Center Area of the Tunnel on the 2" Hot Water Line, on the 2" Hot Water Line - TSI - White Mastic	White Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
HA: 1					
1-PL3-03- Insulation 042525049-0003A	Main Building (MSU) - Tunne l / Center Area of the Tunnel on the 2" Hot Water Line, on the 2" Hot Water Line - Yellow Fiberglass Pipe Insulation	Gray/Yellow Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
HA: 1					
1-PL3-03- Paper 042525049-0003B	Main Building (MSU) - Tunne l / Center Area of the Tunnel on the 2" Hot Water Line, on the 2" Hot Water Line - White Paper Facing	Tan/White/Silver Fibrous Homogeneous	50% Cellulose 15% Glass	35% Non-fibrous (Other)	None Detected
HA: 1					
2-MA3-04- CMU 042525049-0004 Sample bag labeled 2-MA2-04	Main Bulding (MSU) - Tunnel / Tunnel Access Door / Center Area of Doorway - Gray CMU	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 1					
2-MA3-04A- Mortar 042525049-0004A Sample bag labeled 2-MA2-04	Main Bulding (MSU) - Tunnel / Tunnel Access Door / Center Area of Doorway - Gray Mortar associated w/Gray CMU	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 2					
2-MA3-05- CMU 042525049-0005	Main Bulding (MSU) - Basement / East Wing / Center Hallway on the North Side - Gray CMU	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 2					
2-MA3-05- Mortar 042525049-0005A	Main Bulding (MSU) - Basement / East Wing / Center Hallway on the North Side - Gray Mortar associated w/Gray CMU	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 2					
2-MA3-06 042525049-0006A	Main Bulding (MSU) - Basement / West Wing / Maintenance Room / By Tunnel Entrance - Gray Mortar associated w/Gray CMU	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 2					

Report amended: 01/07/2026 08:00:29 Replaces initial report from: 12/30/2025 14:29:36 Reason Code: Client-Other (see report comment)



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

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

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042525049
Customer ID: TEI93
Customer PO: 07257154
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
3-PI2-07-Insulation 042525049-0007	North Powerhouse Tunnel Access / Center Area Above the Door - TSI - Layered Pipe Insulation	Brown/Tan Fibrous Homogeneous	85% Cellulose	9% Non-fibrous (Other)	6% Chrysotile
HA: 3					
3-PI2-07- Mudded Joints & Fittings 042525049-0007A	North Powerhouse Tunnel Access / Center Area Above the Door - Mudded Joint and Fittings - TSI Layered Pipe Insulation	Gray/Red Fibrous Heterogeneous		55% Non-fibrous (Other)	45% Chrysotile
HA: 3					
<i>Result includes a small amount of inseparable attached material</i>					
3-PI2-08- Insulation 042525049-0008	North Powerhouse Tunnel Access / Center Area Above the Door	Brown/Tan Fibrous Homogeneous	85% Cellulose	10% Non-fibrous (Other)	5% Chrysotile
HA: 3					
3-PI2-08 Mudded Joints & Fittings 042525049-0008A	North Powerhouse Tunnel Access / Center Area Above the Door - Mudded Joint and Fittings	Gray Fibrous Homogeneous	20% Cellulose	40% Non-fibrous (Other)	40% Chrysotile
HA: 3					
3-PI2-09 042525049-0009A	North Powerhouse Tunnel Access / Center Area Above the Door - Mudded Joint and Fittings	Gray/Red Fibrous Heterogeneous		40% Non-fibrous (Other)	60% Chrysotile
HA: 3					
<i>Result includes a small amount of inseparable attached material</i>					
4- PLI-10 042525049-0010	North Powerhouse Tunnel Access / Center Area Above the Door - Gray Plaster Skim Coat	Brown/Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
HA: 4					
<i>Result includes a small amount of inseparable attached material</i>					
4- PLI-11 042525049-0011	North Powerhouse Tunnel Access / Center Area Above the Door - Gray Plaster Skim Coat	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 4					
4- PLI-12 042525049-0012	North Powerhouse Tunnel Access / Center Area Above the Door - Gray Plaster Skim Coat	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 4					

Report amended: 01/07/2026 08:00:29 Replaces initial report from: 12/30/2025 14:29:36 Reason Code: Client-Other (see report comment)



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

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

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042525049

Customer ID: TEI93

Customer PO: 07257154

Project ID:

Analyst(s)

Adam Einwechter (9)

Jason Simon (13)

Samantha Sweeney, 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

Report amended: 01/07/2026 08:00:29 Replaces initial report from: 12/30/2025 14:29:36 Reason Code: Client-Other (see report comment)



Asbestos Bulk Sample and Chain of Custody Form

Lab Order ID: **emsl 042525049**

EMSL

Bettendorf: 870 40th Ave., Bettendorf, IA 52722 (563) 355 0702

Lab Location: HQ - Cinnaminson, NJ 101048-0

Page 1 of 1

Project Name:	MPCF Water Mains – ACM Inspection	Project Number:	07257154	Project Manager:	Alex.Davis@terracon.com
Project Address:	1200 East Washington	City/State / Zip:	Mt. Pleasant, Iowa	Email Results To:	Steve.Mack@terracon.com Anne.Guffey@terracon.com
Site/Building:	Powerhouse, Tunnels, and MSU Building				

Sample Identification HA - BS - Sample # Code #	Sample Location Description	HA General Location	Material Description (Type; Color/Texture)	Quantity (SF, LF, Cubic Ft, Units)	NESHAP Classification ¹	Notes/Physical Condition ²
1 - PL3 - 01	Main building (MSU) - Tunnel, center area of the tunnel, on the 2" hot water line	Main building (MSU) - Tunnel	TSI - White mastic on yellow fiberglass pipe insulation, w/white paper facing	35 LF	F C1 C2	G D SD
1 - PL3 - 02	Main building (MSU) - Tunnel, center area of the tunnel, on the 2" hot water line					
1 - PL3 - 03	Main building (MSU) - Tunnel, center area of the tunnel, on the 2" hot water line					
2 - MA3 - 04	Main building (MSU) - Tunnel, tunnel access door, center area of doorway	Main building - Tunnel	Gray CMU w/gray mortar	20 SF	F C1 C2	G D SD
2 - MA3 - 05	Main building (MSU) - basement East wing, center hallway on the north side					
2 - MA3 - 06	Main building (MSU) - basement, West wing, maintenance room, by tunnel entrance					
3 - PI2 - 07	North powerhouse tunnel access, center area above the door	Powerhouse	TSI - Layered pipe insulation and mudded joint/fittings	3 LF	F C1 C2	G D SD
3 - PI2 - 08	North powerhouse tunnel access, center area above the door					
3 - PI2 - 09	North powerhouse tunnel access, center area above the door					
4 - PL1 - 10	North powerhouse tunnel access, center area above the door	Powerhouse	Gray plaster skim coat	600 SF	F C1 C2	G D SD
4 - PL1 - 11	North powerhouse tunnel access, center area above the door					
4 - PL1 - 12	North powerhouse tunnel access, center area above the door					

Sampling Date: 12/22/2025	Collected by (print): Steven Mack	Inspector's Signature: <i>Steven Mack</i>
Relinquished by: Steven Mack	Date/Time: 12/27/2025 1800	Received by: <i>Angie Miller EFX</i> Date/Time: 12/29/25 0840
Analysis: <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 <input type="checkbox"/> PLM 400 Point Count <input type="checkbox"/> TEM <input type="checkbox"/> Other		Instructions:
Turnaround Time (circle): 6 Hrs. <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> 2 Days <input type="checkbox"/> 3 Days <input checked="" type="checkbox"/> 5 Days <input type="checkbox"/> Other		Terracon ARMS: <input type="checkbox"/> Stop Positive: <input type="checkbox"/> Number of samples: _____

¹ F = Friable; C1 = Category I: packings, gaskets, asphaltic roofing products, resilient flooring; C2 = Category II Non-Friable: any materials other than Cat. I containing >1% asbestos

² G = Good (<1%); D = Damaged (<10% distributed or >25% localized); or SD = Significantly Damaged (>10% distributed or >25% localized)

Order ID: 042525049

Page 1 of 1

1230



EMSL Analytical, Inc.

200 Route 130, Cinnaminson, NJ, 08077
Telephone: 856-858-4800 Fax:cs@emsl.com
www.emsl.com

EMSL Order ID: 012546408
LIMS Reference ID: AD46408
EMSL Customer ID: TEI93

Attention: Steven Mack
Terracon Consultants, Inc. [TEI93]
870 40th Avenue
Bettendorf, IA 52722
(563) 355-0702
steve.mack@terracon.com

Project Name: MPCF - Water Main, Paint Sampling/06257195

Customer PO:
EMSL Sales Rep: Jason McDonald
Received: 12/29/2025 09:00
Reported: 01/05/2026 16:36

Analytical Results

Analyte	Results	RL	Weight(g)	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
---------	---------	----	-----------	------------------	-------------	-------------------------	-------------------	---	----

Client Sample ID: PC - 01/Pink, Concrete Foundation Walls, Powerhouse Tunnel **Date Sampled:** 12/28/25
Matrix: Chips **LIMS Reference ID:** AD46408-01

Lead	0.29 % wt	0.0064 % wt	0.2603	01/05/26 TMC	SW-846 3050B	01/05/26 LP	SW846-7000B		1
-------------	-----------	-------------	--------	--------------	--------------	-------------	-------------	--	---

Sample Comments:

Client Sample ID: PC - 02/Light Green, Plaster Walls, Powerhouse, Northwall **Date Sampled:** 12/28/25
Matrix: Chips **LIMS Reference ID:** AD46408-02

Lead	0.21 % wt	0.0064 % wt	0.2953	01/05/26 TMC	SW-846 3050B	01/05/26 LP	SW846-7000B		1
-------------	-----------	-------------	--------	--------------	--------------	-------------	-------------	--	---

Sample Comments:

Client Sample ID: PC - 03/Purple, on Concrete Masonry Unit (CMU) Block, East Wing **Date Sampled:** 12/28/25
Matrix: Chips **LIMS Reference ID:** AD46408-03

Lead	0.070 % wt	0.0064 % wt	0.2577	01/05/26 TMC	SW-846 3050B	01/05/26 LP	SW846-7000B		1
-------------	------------	-------------	--------	--------------	--------------	-------------	-------------	--	---

Sample Comments:

Client Sample ID: PC - 04/White, on Concrete Masonry Unit (CMU) Block, West Wing **Date Sampled:** 12/28/25
Matrix: Chips **LIMS Reference ID:** AD46408-04

Lead	0.017 % wt	0.0078 % wt	0.2043	01/05/26 TMC	SW-846 3050B	01/05/26 LP	SW846-7000B		1
-------------	------------	-------------	--------	--------------	--------------	-------------	-------------	--	---

Sample Comments:

**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077
 Telephone: 856-858-4800 Fax:cs@emsl.com
 www.emsl.com

EMSL Order ID: 012546408
LIMS Reference ID: AD46408
EMSL Customer ID: TEI93

Attention: Steven Mack
 Terracon Consultants, Inc. [TEI93]
 870 40th Avenue
 Bettendorf, IA 52722
 (563) 355-0702
 steve.mack@terracon.com

Project Name: MPCF - Water Main, Paint Sampling/06257195

Customer PO:
EMSL Sales Rep: Jason McDonald
Received: 12/29/2025 09:00
Reported: 01/05/2026 16:36

Certified Analyses included in this Report

Analyte	Certifications
SW846-7000B in Chips	
Lead	AIHA LAP

List of Certifications

Code	Description	Number	Expires
NJDEP	New Jersey Department of Environmental Protection	03036	06/30/2026
AIHA LAP	American Industrial Hygiene Association (AIHA LAP, LLC)	100194	04/01/2027
NYSDOH	New York State Department of Health ELAP	10872	04/01/2026
California ELAP	California Water Boards	1877	06/30/2026
A2LA	A2LA Environmental Certificate	2845.01	07/31/2026
21-A2LA	A2LA Food Chem/Mat Sci	2845.15	07/31/2026
PADEP	Pennsylvania Department of Environmental Protection	2845.25	11/30/2025
MADEP	Massachusetts Department of Environmental Protection	M-NJ337	06/30/2026
CTDPH	Connecticut Department of Public Health	PH-0270	06/30/2026

Please see the specific Field of Testing (FOT) on www.emsl.com for a complete listing of parameters for which EMSL is certified.

Notes and Definitions

Item	Definition
C	Result > 4x Spike
(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DA	Direct Analysis
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the detection limit.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RCS	Respirable Crystalline Silica
RL	Reporting Limit For paint chips, the RL is 0.008% by wt. (equiv. to 80 mg/kg, or ppm) based upon a minimum sample weight of 0.25 grams. For soils, the RL is 40 mg/kg (ppm) based upon a minimum sample weight of 0.5 grams. For dust wipes, the RL is 10 µg/wipe; reporting units of µg/sq. ft. are not validated by the lab based upon data provided by non-lab personnel.
Wet	Sample is not dry weight corrected.

Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.



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Customer PO:
EMSL Sales Rep: Jason McDonald
Received: 12/29/2025 09:00
Reported: 01/05/2026 16:36

Owen McKenna Laboratory Manager or other approved signatory

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Analysis following EMSL SOP for the Determination of Environmental Lead by FLAA. The laboratory has a reporting limit of 0.0064% by wt., based upon a minimum sample weight of 0.25g submitted to the lab, and is not responsible for any result or reporting limit provided in mg/cm² since it is dependent upon an area value provided by non-lab personnel. A "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty and definitions of modifications are available upon request. Results in this report are not blank corrected unless specified.



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

PHONE: ()

FAX: ()

AD46408

Company: Terracon Consultants Inc.		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: 870 40 th Avenue		Third Party Billing requires written authorization from third party	
City: Bettendorf	State/Province: Iowa	Zip/Postal Code: 52722	Country: United States
Report To (Name): Steven Mack		Telephone #: (309) 236-1461	
Email Address: Steve.Mack@terracon.com		Fax #:	Purchase Order:
Project Name/Number: MPCF - Water Main, Paint Sampling/06257195		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
U.S. State Samples Taken: Iowa		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

3 Hour
 6 Hour
 24 Hour
 48 Hour
 72 Hour
 96 Hour
 1 Week
 2 Week

*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix	Method	Instrument	Reporting Limit	Check
Chips <input checked="" type="checkbox"/> % by wt. <input type="checkbox"/> mg/cm ² <input type="checkbox"/> ppm (mg/kg)	SW846-7000B	Flame Atomic Absorption	0.01%	<input checked="" type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300M/NIOSH 7303	ICP-OES	0.5 µg/filter	<input type="checkbox"/>
Wipe* ASTM <input type="checkbox"/> non ASTM <input type="checkbox"/> <small>*if no box checked, non-ASTM Wipe assumed</small>	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
	SW846-6010B or C	ICP-OES	1.0 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1311/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
SPLP	SW846-1312/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1312/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
TTLIC	22 CCR App. II, 7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
STLC	22 CCR App. II, 7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 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"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other:				<input type="checkbox"/>

RECEIVED
JAN 11 2025
PINNACLES
N.J.

Name of Sampler: Steven Mack **Signature of Sampler:** *Steven Mack*

Sample #	Location	Volume/Area	Date/Time Sampled
PC - 01	Pink, concrete foundation walls, Powerhouse tunnel	9 square inches	12/22/2025
PC - 02	Light green, plaster walls, powerhouse, northwall	9 square inches	12/22/2025

Client Sample #s: 1 - 4 **Total # of Samples:** 4

Relinquished (Client): Steven Mack **Date:** 12/27/2025 **Time:** 1200

Received (Lab): *Angie O'Neill EFX* **Date:** 12/29/25 **Time:** 0900

Comments:

Appendix D: Photographic Documentation



Photo 1: View of HA-3, asbestos-containing TSI layered paper pipe insulation and mudded fitting.



Photo 2: View of HA-3, asbestos-containing TSI layered paper pipe insulation and mudded fitting.



Photo 3: View of PC-1, pink lead-containing paint, located on the Powerhouse tunnel walls.



Photo 4: View of PC-2, light green lead-containing paint, located on the north Powerhouse walls.



Photo 5: View of PC-3, purple lead-containing paint, located on the east wing basement walls.



Photo 6: View of PC-4, white lead-containing paint, located on the Main building basement walls.

Appendix E: Regulatory Overview

ASBESTOS REGULATORY OVERVIEW

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

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

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

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

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

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

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

LEAD-CONTAINING PAINT REGULATORY OVERVIEW

The Iowa Department of Public Health (IDPH) regulates lead-based paint activities in the State of Iowa. Iowa Administrative Code (IAC) 641, Chapter 70⁴, *Lead-Based Paint Activities*, covers how lead professionals should conduct lead activities. The IDPH does not require pre-renovation surveys for LBP in housing.

HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* provides information on how to identify LBP and related hazards in housing. Chapter 7, *Lead-Based Paint Inspection*⁵, provides specific information relating to the performance of LBP inspections in housing. HUD also does not require pre-renovation surveys for LBP in housing.

USEPA has defined LBP as containing 1.0 mg/cm² or 0.5 % by weight. LCP waste from renovation or demolition activities, such as debris, paint chips, dust, and sludges, that exhibit the toxicity characteristic must be managed and disposed as a hazardous waste under RCRA, with the exception of whole-building demolition debris. Whole-building demolition debris is considered a non-hazardous waste with regard to lead. Therefore, sampling/analysis of painted components for lead is not required for disposal as non-hazardous waste. If it is not a whole-building demolition debris, a composite, representative sample of the demolition debris must be tested to determine if it is regulated as hazardous waste under 40 CFR 261 Identification and Listing of Hazardous Waste.

IAC 875-10 adopts the OSHA lead standard for construction (29 CFR 1926.62) by reference. For the purpose of the standard, lead includes metallic lead, all inorganic lead compounds, and organic lead soaps. The OSHA standard does not define the amount of lead in paint that constitutes LBP, and it applies to all construction work where an employee may be occupationally exposed to lead. All work related to construction, alteration, or repair

⁴ Posted at <https://idph.iowa.gov/lpp/rules-regulations>.

⁵ Posted at https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines.

(including painting and decorating) is included. The standard applies to any detectable concentration of lead in paint, as even small concentrations of lead can result in unacceptable employee exposures depending upon the method of removal and other workplace conditions. Under this standard, construction includes, but is not limited to, the following:

- Demolition or salvage of structures where lead or materials containing lead are present
- Removal or encapsulation of materials containing lead
- New construction, alteration, repair, or renovation of structures, substrates, portions containing lead, or materials containing lead
- Installation of products containing lead
- Lead contamination/emergency clean-up
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed
- Maintenance operations associated with construction activities described above

Employers must ensure that no employee will be exposed to lead concentrations greater than the PEL of 50 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) averaged over an eight-hour period without adequate protection. The OSHA standard also establishes an action level of 30 $\mu\text{g}/\text{m}^3$, which if exceeded, triggers certain requirements, including periodic exposure monitoring and medical monitoring.

Appendix F: Asbestos Inspector License

STEVEN MACK

DOB: 07-03-1970

Issued: 10-31-2025



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	25-13975	09-19-2026
SUPERVISOR	24-12642	10-30-2025

IOWA

**Aaron Baack
Interim Director**

Asbestos

SECTION 00 3143

PERMIT APPLICATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PERMIT APPLICATION INFORMATION

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

1.03 LICENSES, PERMITS, AND RELATED INSPECTIONS

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 4116

BID FORM

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

RFB #950200-01

BID FORM for CONSTRUCTION CONTRACT
for
Mount Pleasant Correctional Facility
1200 E Washington Street, Mt Pleasant, Iowa
Project 9502.00

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

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

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

Authorized Representative:

The undersigned Bidder, in response to your Request for Bid for construction of the above project, having examined the Drawings, Specifications, and other Bidding Documents dated January 27th, 2026, and Addenda issued and acknowledged below as received and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies to perform all work to construct the project in strict accordance with the proposed Contract Documents, within the time and at the prices stated below. Prices are to cover all expenses incurred in performing the work required under the proposed Contract Documents, of which this bid is a part.

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

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

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

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

BID PACKAGES:

BP 01

Description: All material, labor, and equipment associated with all work shown on the contract documents complete, including the plans and specifications. Base bid to include welded stainless steel piping for domestic hot water and hot water recirculation main piping, grooved stainless steel piping for domestic cold water main piping, and threaded stainless steel for new branch piping up to the new branch ball valve (bronze bodied). All piping shall be insulated using fiberglass insulation with all service jacket and PVC fitting covers.

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

_____ Dollars
(\$_____).

ALTERNATES:

ALT 01

Description: Contractor shall use colorless PEX-a piping with cold expansion fittings and insulated with elastomeric foam insulation for all domestic hot water and hot water recirculation piping and domestic cold-water branches up to the new branch ball valve (bronze bodied). Domestic cold water mains shall be grooved stainless steel piping insulated with fiberglass insulation with all service jacket and PVC fitting covers. The use of PEX piping will necessitate an increase in hot water recirculation piping from 1.25" to 2.5" and from 2" to 3". See alternate drawings within the construction documents for PEX necessitated piping changes.

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

_____ Dollars
(\$_____).

ALT 02

Description: Piping materials and scope of work are as specified in the Base Bid. All piping outside of the tunnel shall be insulated using fiberglass insulation with all service jacket and PVC fitting covers, and piping within the tunnel shall be insulated using elastomeric foam insulation.

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

_____ Dollars
(\$_____).

Bidder hereby certifies that:

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

Subcontractors:

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

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

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

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

Resident Bidder

Name of Resident Bidder: _____

By: _____
Authorized Agent and Signatory of Resident Bidder

OR:

Nonresident Bidder

Name of Nonresident Bidder: _____

Name of State or Foreign Country of Nonresident Bidder: _____

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

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

By: _____
Authorized Agent and Signatory of Nonresident Bidder

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

Legal Name of Firm: _____

Date: _____

Signature of Bidder: _____

Title: _____

Typed Name of Signatory: _____

Email: _____

Business Address:

Telephone Number: _____ Fax Number: _____

Federal Tax Identification Number: _____

Iowa Contractor Registration Number: _____

Bidder Safety Manager Name: _____

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

END OF SECTION

SECTION 00 4116.01

NON-DISCRIMINATION CLAUSE

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

PART 1 - GENERAL

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

1.01 NONDISCRIMINATION CLAUSE

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 4116.02

TARGETED SMALL BUSINESS INFORMATION

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

PART 1 - GENERAL

1.01 TARGETED SMALL BUSINESS INFORMATION

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

- B. [Search the Targeted Small Business Directory](#) for certified State of Iowa Targeted Small Businesses.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

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

CONTRACTOR	BID NO.
PAGE #	

(to be completed by bidder)

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

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

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

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

SECTION 00 4313

BID SECURITY FORMS

PART 1 - GENERAL

1.01 BID SECURITY FORMS

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



**CONSENSUSDOCS 262
 BID BOND
 (AMENDED BY STATE OF IOWA)**

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

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

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

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

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.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

ConsensusDocs 802

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

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



TABLE OF ARTICLES

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

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



ARTICLE 1 AGREEMENT

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

OWNER

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

and the

TRADE CONTRACTOR

Contractor Name

Address

City, State, Zip

for work in connection with the following

PROJECT

XXXX.XX - Project Name

The CONSTRUCTION MANAGER is

Construction Manager Name

Address

City, State, Zip

The DESIGN PROFESSIONAL for the Project is

Designer Name

Address

City, State, Zip

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

ARTICLE 2 GENERAL PROVISIONS

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

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

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

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



treatment.

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

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

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

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

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

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

No exceptions

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

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

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

2.8 DEFINITIONS



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

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

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

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

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

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

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

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

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

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

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

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

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



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

2.8.14 Per Iowa Code Section 26.13, "substantially completed" means the first date on which any of the following occurs: (1) Completion of the Project (or Trade Contract Work, in the case of the multiple Trade Contractors) or when the Project (or Trade Contract Work in the case of multiple Trade Contractors) has been substantially completed in general accordance with the terms and provisions of the contract. (2) The work on the Project (or Trade Contract Work in the case of multiple Trade Contractors) or on the designated portion is substantially completed in general accordance with the terms of the contract so that the State 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 cancelation of coverage by the insurance company. The Trade Contractor shall maintain completed operations liability insurance for one year after acceptance of the Contract Documents, whichever is longer. Prior to commencement of services, the Trade Contractor shall furnish the Owner with certificates evidencing the required coverages. In addition, if any insurance policy required under subsection 10.2.1 is not to be immediately replaced without a lapse in coverage when it expires, exhausts its limits, or is to be, cancelled, the Trade Contractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.2.5 ADDITIONAL LIABILITY COVERAGE

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

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

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



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

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

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

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

10.3 OWNER'S INSURANCE

10.3.1 Deleted.

10.3.2 Deleted.

10.4 PROPERTY INSURANCE

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

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



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

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

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

10.5 PROPERTY INSURANCE LOSS ADJUSTMENT

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

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

10.6 WAIVERS

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

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

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

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

10.8 BONDS Performance and Payment Bonds

are

are not

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



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

ARTICLE 11 SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

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

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

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

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

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

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

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



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

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

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

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

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

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

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

11.4 TERMINATION BY OWNER FOR CONVENIENCE

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

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

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

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

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



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

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

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

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

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

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

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

11.5 TRADE CONTRACTOR'S RIGHT TO TERMINATE

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

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

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

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

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

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

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

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



11.5.2.4 otherwise materially breaches this Agreement.

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

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

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

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

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

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

(Designate only one.)

Project Neutral

Dispute Review Board

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

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



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

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

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

(Designate only one.)

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

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

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

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



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

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

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

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

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

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

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

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



Contractor has questions regarding its meaning or application.

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

ARTICLE 14 TRADE CONTRACT DOCUMENTS

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

RFBXXXXXXXXX Bid Package X

14.2 INTERPRETATION OF TRADE CONTRACT DOCUMENTS

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

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

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

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

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

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

OWNER State of Iowa, Department of Administrative Services



Trade Contractor: *Contractor Name*

By: _____

(Authorized Representative)

Name:

Title:

Date:

Owner: State of Iowa - DAS

By: _____

(Authorized Representative)

Name:

Title:

Date:

END OF DOCUMENT.

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).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



CONSENSUSDOCS 260 PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

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

This Bond is entered into as of _____.

SURETY _____ (seal)

By:

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness:

CONSTRUCTOR _____ (seal)

By:

Print Name: _____

Print Title: _____

Witness:

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

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.

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

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

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

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

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

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

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

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

This Bond is entered into as of _____.

SURETY _____ (seal)

By:

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness:

CONSTRUCTOR _____ (seal)

By:

Print Name: _____

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

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Print Title: _____

Witness:

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

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

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SECTION 01 1200

CONTRACT SUMMARY

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT INFORMATION

- A. Facility Name/Location: Mt. Pleasant Correctional Facility: 1200 E Washington St, Mt Pleasant, IA 52641
- B. DAS Project #: 9502.00
- 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: Brandon Adams, Iowa Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319
- E. Construction Manager: Aaron Ledeboer, McGough 217 E 2nd Street, Suite 120, Des Moines, IA 50309

1.03 PROJECT SUMMARY

- A. The project includes Replacement of the domestic water mains, and associated requirements to have a functioning domestic water system.
- B. Target date to provide substantial completion is September 16th, 2026.

1.04 BID SCOPE SUMMARY

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

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

1.05 WORK HOUR RESTRICTIONS

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

1.06 CONTRACTOR USE OF SITE AND PREMISES

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

1.07 OWNER OCCUPANCY

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

1.08 RULES FOR CONSTRUCTION WORKERS

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

- K. Never leave keys in any vehicle. If a security officer finds keys in a vehicle, they are under orders to turn them in to a security supervisor.
- L. Do not give anything to residents or take anything from residents; if they offer, inform your supervisor.
- M. Secure all tools at the end of each day. Never leave tools unattended. All tools shall be checked in at the beginning of the day and checked out at the end of the day. If security officers find loose tools, they are under orders to turn them in to their supervisor.
- N. All delivery vehicles must go directly to the job site. Extra time should be anticipated for all deliveries. Provide 24-hour notice to the facility of deliveries.
- O. During an emergency, follow the instructions of the security staff.
- P. Contractor shall wear clothing of a different color, pattern, fashion, etc. as to distinguish themselves from inmates.
- Q. When working inside the facility certain locations will require MPCF staff to accompany construction staff while they work. Refer to the construction documents for a visual of the areas where a MPCF will accompany construction personal. When working in locations that require a MPCF staff to accompany the construction crew, work is to be in one area.
- R. Tool storage in the Powerhouse is allowed. All tools and ladders are to be locked up at night.
- S. Material access into the main facility is best accessed through the secured yard. Traffic through the yard is to be coordinated with MPCF facilities to help with vehicle access to bring in materials and equipment and remove materials and equipment.

1.09 BID PACKAGE INSTRUCTIONS

- A. **Bid Package #01** – Domestic Water Main Replacement: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
 1. All work on the contract documents and specifications complete; material and labor including all freight, unloading and installation for a complete scope.
 2. Base bid to include welded stainless steel piping for domestic hot water and hot water recirculation main piping, grooved stainless steel piping for domestic cold water main piping, and threaded stainless steel for new branch piping up to the new branch ball valve (bronze bodied). All piping shall be insulated using fiberglass insulation with all service jacket and PVC fitting covers.
 3. Shutdowns, and switchovers / tie-ins of the new domestic water mains to the existing branch lines are anticipated to be after hours, 10:00 pm – 4:00 am, to limit impact to the facility. The contractor is to establish a switchover / tie-in plan with locations, and durations to communicate the plan with the CM and owner. Shutdown of systems require a minimum 72 hour written approval from the CM and facility team.
 4. Contractor is responsible for patching and repairing existing walls with similar materials to what is present after removal of existing piping. Typical installation in the basement is block walls. Contractor to note wall types in pre-bid walkthrough.
 5. All penetrations are to be sealed with firestopping material as outlined in the specifications
 6. Contractor to create a sequence plan to communicate work areas each week. The goal is to communicate in advance where they will be working each week to coordinate with the facility.
 7. The Contractor shall retain a licensed abatement subcontractor or have trained certified employees to perform the required lead abatement work per Section 00 3126 – Existing Hazardous Material Information. Note the asbestos containing material abatement will be the responsibility of the owner. .

- B. **Alternate #01** – Contractor shall use colorless PEX-a piping with cold expansion fittings and insulated with elastomeric foam insulation for all domestic hot water and hot water recirculation piping and domestic cold-water branches up to the new branch ball valve (bronze bodied). Domestic cold water mains shall be grooved stainless steel piping insulated with fiberglass insulation with all service jacket and PVC fitting covers. The use of PEX piping will necessitate

an increase in hot water recirculation piping from 1.25" to 2.5" and from 2" to 3".

See alternate drawings within the construction documents for PEX necessitated piping changes.

1. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
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.
3. Execute accepted alternates under the same conditions as other work of the Contract.

C. **Alternate #02** – Piping materials and scope of work are as specified in the Base Bid. All piping outside of the tunnel shall be insulated using fiberglass insulation with all service jacket and PVC fitting covers, and piping within the tunnel shall be insulated using elastomeric foam insulation.

1. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
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.
3. Execute accepted alternates under the same conditions as other work of the Contract.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

tSECTION 01 2500

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 SUBSTITUTION PROCEDURES

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

3.02 REQUEST FOR SUBSTITUTION FORM

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

END OF SECTION

SUBSTITUTION REQUEST FORM

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____

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

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

History: New product 2-5 years old 5-10 yrs old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data prepared by contractor and attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:
Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

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

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

SUBSTITUTION REQUEST FORM

(Continued)

The Undersigned certifies:

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

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

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

Signed by: _____

Date: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____

SECTION 01 2600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Change procedures

1.02 CHANGE PROCEDURES

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 2900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 SCHEDULE OF VALUES

- A. Coordination: Trade 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 30th of any year needs to be submitted by July 15th of the same calendar year.
- C. Payment Application Forms: Use AIA form G702 and G703 as the form for the Application for Payment or an equivalent approved by the owner.
- D. Include lien waiver forms required by the owner when applicable.
- E. Application Preparation: Complete every entry on form. Construction Manager will return incomplete applications without action.
 - 1. Include amounts of Change Orders issued before last day of construction period covered by application.

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination
- B. Pre-construction meeting
- C. Progress meetings
- D. Coordination Meetings
- E. Requests for Interpretation (RFIs)
- F. Background Checks

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 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. All on-site employees, including sub-contractors will be required to complete PREA training through the facility.
- C. The Contractor hereby explicitly authorized the Iowa DOC 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.
- D. 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

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.
- B. The Contractor shall pay for installation, maintenance, and removal of temporary utilities. Temporary utilities shall not disrupt the Facility's need for continuous service.

1.03 TEMPORARY SANITARY FACILITIES

- A. The use of the facilities restrooms is acceptable.
- 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 sloped 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 Procure.

END OF SECTION

Substantial Completion Project Checklist

Date: _____

DAS Project Number: _____

Project Title: _____

Location: _____

Contractor: _____

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

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

Boiler Inspection Yes No N/A

Water Heater Inspection Yes No N/A

Energy Code Inspection Yes No N/A

Building Code Inspection Yes No N/A

Electrical Inspection Yes No N/A

Elevator Inspection Yes No N/A

Other: _____ Yes No N/A

Occupancy Permit if applicable

Test and Balance has been performed

Certificate of Substantial Completion in Procore (Consensus Docs 814)

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

Yes (provide description below) **No**

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

Final Completion Project Checklist

Date: _____

DAS Project Number: _____

Project Title: _____

Location: _____

Contractor: _____

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

Have all Warranties been received? Yes No

Have the Operations and Maintenance Manuals been received? Yes No

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

Has all training been completed? Yes No

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

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

Have all Test & Balance reports been received? Yes No

Have all punchlist items been corrected? Yes No

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

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

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

AIA Form G707 – Consent of Surety Company to Final Payment

Certificate of Final Completion in Procore (Consensus Docs 815)

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

Yes (provide description below) No

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

**SECTION 22 0050
BASIC PLUMBING REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Basic Plumbing Requirements specifically applicable to Mechanical Division Specification Sections.
- B. Division 22 Specification requirements also include, by reference, all Division 00 and 01 specification sections. This contractor is responsible to review these specification sections. Requirements of these specification sections are included as a part of this contract.

1.02 OWNER OCCUPANCY AND SECURE AREA ESCORT REQUIREMENTS

- A. The owner will occupy the premises during the construction period and all plumbing services shall be maintained throughout the duration of the project, excepting necessary shutdowns for new connections which will be minimized and coordinated with owner ahead of time.
- B. Limit use of site and premises to allow owner occupancy and coordinate with the owner to minimize conflict and facilitate owner's operations.
- C. The plumbing contractor shall obtain an escort from the owner's facilities team for any work taking place within secure areas of the facility. Refer to front end specifications and construction documents for secure area extents and additional requirements regarding secure area access.
- D. Schedule all work to accommodate these requirements.

1.03 REGULATORY REQUIREMENTS

- A. This contractor shall give proper authorities all requisite notices relating to work in their charge, obtain official permits, licenses for temporary construction and pay proper fees for it.
- B. This contractor is to be solely answerable for and shall promptly make good all damage, injury or delay to other contractors, to neighboring premises or to persons or property of the public by themselves, by their employees or through any operation under their charge, whether in the contract or extra work.
- C. No attempt has been made to reproduce in these specifications any of the rules or regulations contained in city, state or federal ordinances and codes pertaining to the work covered by these specifications that the contractor be thoroughly familiar with all such ordinances and codes.
- D. The fact that said various rules, regulations and ordinances are not repeated in this specification does not relieve the contractor of the responsibility of making the entire installation in accordance with the requirement of those authorities having jurisdiction.
- E. All work shall comply with the applicable recommendations of:
 - 1. The National Board of Fire Underwriters
 - 2. The American Gas Association
 - 3. The National Fire Protection Association (NFPA)
 - 4. The Occupations Safety and Health Act (OSHA)
 - 5. Current IBC Building Code
 - 6. Current applicable building codes
- F. Mechanical: Conform to Iowa State Mechanical Code - 2024 International Mechanical Code with state amendments.

- G. Plumbing: Conform to Iowa State Plumbing Code - 2024 Uniform Plumbing Code with state amendments.
- H. Obtain permits and request inspections from authority having jurisdiction.
- I. Safe Drinking Water Act and Senate Bill S.3874: All products must meet the lead-free requirements of the SDWA and NSF/ANSI 372 certification.

1.04 PROJECT/SITE CONDITIONS

- A. Install work in locations shown on the drawings unless prevented by project conditions.
- B. The plumbing contractor shall prepare drawings showing proposed rearrangement of work to meet project conditions, including changes to work specified in other sections. Obtain permission of owner and architect/engineer before proceeding.
- C. This contractor, before submitting their bid, shall visit the site of the project to familiarize themselves with locations and conditions affecting their work.
- D. It is the intent of this specification that the contractor furnishes all labor and material required completing the installation as outlined in the drawings and specifications. No additions to the contract price shall be allowed due to the failure of this contractor to properly evaluate the effect of existing conditions on the work to be done under this contract.
- E. It is imperative that all locations of existing piping, ductwork, equipment, services and grades be noted on the job site before bid is submitted and that all elevations and grades be verified before roughing in new work.
- F. This contractor shall provide holes as necessary for the installation of their work and in accordance with other specification sections in materials other than the structure.

1.05 SEQUENCING AND SCHEDULING

- A. This contractor shall sequence and schedule work to coordinate with other trades as needed and with owner requirements as stipulated in front end specifications.
- B. All work shall be sequenced by the contractor to allow for facility domestic water services (CW, HW, and HWC) to be maintained at all fixtures throughout the duration of the project except during the completion of new connections to existing piping. Downtime shall be minimized and coordinated with the facility staff and construction manager no less than 72 hours before work is to be completed.
- C. Installation of new piping shall be phased to meet the requirements of the construction documents and the needs of the facility. As such, a phasing plan, including detailed cleaning and switchover procedures, shall be submitted to the construction manager, facility staff, and design team prior to beginning work. The intended phasing shall be as follows:
 - 1. Install new domestic hot water and hot water recirculation main and branch piping within the powerhouse and tunnel to the most downstream main isolation valves in the tunnel. Piping shall be left disconnected from existing systems.
 - 2. Clean and disinfect new hot water piping within tunnel and complete new main and branch connections. Hot water recirculation piping shall not be connected or disinfected at this time.
 - 3. Install new domestic cold water, hot water, and hot water recirculation piping within the West Wing of the prison facility. Piping shall be left disconnected from existing systems.
 - 4. Clean and disinfect all new cold water and hot water piping within West Wing and complete new main and branch connections starting with temporary crossover piping. Hot water recirculation piping shall not be connected or disinfected at this time.

5. Install new domestic cold water, hot water, and hot water recirculation piping within the East Wing of the prison facility. Piping shall be left disconnected from existing systems.
6. Clean and disinfect all new cold water and hot water piping within East Wing and complete new main and branch connections starting with temporary crossover piping. Hot water recirculation piping shall not be connected or disinfected at this time.
7. Clean and disinfect all new hot water recirculation piping and complete new branch connections. Recirculation system shall not be operated from the point of existing system shutdown to completion of all new branch connections. Provide means of maintaining hot water to necessary fixtures.
8. Balance hot water recirculation system in its entirety.

1.06 GUARANTEE

- A. This contractor shall guarantee all of the apparatus, materials, equipment furnished and labor installed under this contract for a period of one year after date of final acceptance, unless a longer period is specified.
- B. Neither final certificate of payment nor any provisions in the contract documents nor partial or complete occupancy of premises by owner shall constitute an acceptance for work not done in accordance with contract documents or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- C. Should any defects arise as the result of defective workmanship or material within the guarantee period set forth, this contractor shall make the necessary correction at their own expense.

1.07 ENGINEER PRE-APPROVED EQUAL PRODUCTS

- A. When the engineer, at the request of the interested parties, including the contractor, supplier and manufacturer approved "engineer pre-approved equal" products for this project, such products are approved on the assumption that they will equal or exceed the performance of the products specified.
- B. If such products do not do so after being installed on this project, this contractor shall replace or modify the particular product as necessary to equal the performance of the products specified at no expense to the owner, architect or engineer.
- C. Request for "engineer pre-approved equal" products shall be received by the architect/engineer prior to the last addendum being issued. Requests for substitutions received after this date will not be considered. Substitution requests shall clearly state which products are being considered for substitution. Substitution requests shall include all pertinent product information needed to evaluate the substitution as an "equal".
- D. Similar products shall be all of the same manufacturers and style. There is no exception to this unless prior approval has been granted from engineer.

1.08 OWNER'S RIGHT OF SALVAGE

- A. Before beginning construction, this contractor shall check and verify with the owner each item of existing equipment that must be removed.
- B. The owner will designate which items of material or equipment not reused that they may wish to keep. This contractor shall then remove these items with care and store in a location designated by the owner for the owner's disposal.
- C. All other items of equipment to be removed and not specified for reuse in new construction or reserved by the owner for their use shall become the property of the contractor and shall be removed from site.

1.09 PROTECTION AND MAINTENANCE

- A. Where necessary to connect to any existing utility service, this contractor shall contact the owner and shall coordinate any building service connection with the owner so that normal operation to the building is disrupted as little as possible.
- B. Any work to be done in existing structures shall be coordinated with the owner and arrangements made so that traffic flow may be maintained and areas finished where possible before other areas are begun.
- C. This contractor shall protect existing equipment in finished areas from dirt, dust and damage as a result of their work.
- D. Coordinate protection requirements with department heads before beginning construction.
- E. Protect any building openings from unauthorized entry or exit. Refer to front end specifications for secure area requirements.

1.10 DEMOLITION

- A. This contractor shall be responsible for the demolition and removal of all existing mechanical elements within the project area except as follows:
 - 1. Elements shown on the drawings as "existing to remain and/or to be relocated".
 - 2. Elements serving adjacent areas.
 - 3. Elements required for the support of the newly remodeled areas.
 - 4. All elements to be removed are subject to the Owner's Right of Salvage.
- B. Preserve services to the existing facility. Extend/reroute/reconnect existing systems as required providing for the continued function of these systems.

1.11 CUTTING AND PATCHING

- A. This contractor shall do all cutting and patching necessary for the installation of their work unless otherwise noted.
- B. This contractor shall arrange for openings in the building as required for the installation of equipment furnished under this contract.
- C. Contractor shall patch all abandoned penetrations to match existing construction.
- D. Contractor shall install sleeves and fire caulking at each new penetration to match UL listed detail for given wall construction. For bidding purposes, all walls can be considered to be 8" masonry block.

1.12 CLEANING AND RUBBISH

- A. The Contractor shall coordinate with the owner special cleaning requirements and acceptable routes for transporting building material and rubbish removal.
- B. Hazardous waste shall not be disposed of using sanitary or storm drains, or owner's waste disposal facilities. Hazardous waste shall be removed from the project site and lawfully disposed of at the contractor's expense.
- C. Daily Requirements:
 - 1. The Contractor shall maintain the work area each day to prevent hazardous accumulation of waste from the work site.
 - 2. At the end of each working day, the contractor shall remove all their debris, rubbish, tools, and surplus materials from the project work area. The work area shall appear broom clean and left in a neat and orderly condition. The contractor for the removal of debris from the project shall not use the owner's waste disposal facilities.
 - 3. All equipment shall be cleaned, and the premises left in excellent condition, free of dirt, debris, dust, grease, oil.

- D. End of Project Requirements:
1. The Contractor, upon completion of their work, shall remove all rubbish and debris resulting from their operation and shall remove it from site at their own expense.
 2. At the end of construction, all equipment and surfaces in the project area shall be left in a clean condition. Except for protective coatings and surfaces, equipment shall be cleaned to be free of dirt, dust, debris, oil, and grease. Fingerprints, palmprints, and footprints shall be cleaned from visible surfaces. Equipment rooms shall have surfaces cleaned, floor shall be broom clean and mopped. Spaces that are to be occupied within the work area shall have all surfaces dusted, cleaned, and disinfected. Floors shall be vacuum cleaned and mopped (if applicable).

1.13 SEALING AND PENETRATION

- A. Clearance around the piping passing through fire or smoke rated construction shall be sealed to maintain the rated integrity of the construction (1 hr. 2 hrs. etc.). One and two-hour rated assemblies are to be patched on both sides of the assembly.
- B. This contractor shall verify rating and location of all such construction with the drawings and seal all penetrations.
- C. Manufacturer offering products to comply with the requirements include the following:
 1. Dow Corning "Silicone RTV Foam"
 2. 3-M Corporation "Fire Barrier Caulk and Putty"
 3. Thomas & Betts "Flame Safe Fire Stop System"
- D. Installation of these products to be in strict accordance with manufacturer's recommendations.
- E. This contractor shall submit shop drawings showing approved sealing assemblies to be utilized on this project.

1.14 ELECTRICAL CONNECTIONS

- A. This contractor shall turn over all magnetic starters, thermal protective switches and speed changing switches furnished under this contract for all motor driven equipment to the electrical contractor who will install such starters and switches and wire them to their respective motors as a part of the electrical contract.

1.15 UTILITY COMPANY

- A. Any fees by the utility company are to be billed directly to the owner.
- B. The contractor is required to assist the owner in the preparation of all utility company rebate forms that deal with equipment furnished and/or installed as a part of this contract.

1.16 HAZARDOUS MATERIALS

- A. If the contractor stores any hazardous solvents or other materials on the site, they shall obtain copies of the safety data sheets for the materials and post them on the site. The contractor shall inform the owner and all employed of any potential exposure to this material.
- B. At no time shall any product containing asbestos be incorporated into the work.
 1. If asbestos materials are encountered, report to the owner. The owner will be responsible for asbestos removal.

1.17 RECORD DRAWINGS

- A. This contractor shall provide, at the conclusion of the project, one clean, non-torn, neat, and legible "as-built" set of drawings to the owner. These drawings shall show the routing of pipes, ductwork and equipment drawn in at scaled locations. All dimensions

indicated shall be referenced to a column line. A set of construction blue prints will be furnished for this work.

- B. All mechanical systems installed shall be shown on the "as-built" drawings.
- C. This contractor shall update these drawings during the project at least every week.

1.18 REVIEW OF MATERIALS

- A. This contractor shall submit to the engineer for review one (1) electronic copy of a brochure giving a complete list of materials and equipment they propose to furnish. The brochure shall contain complete information as to the make of equipment, type, size, capacities, dimensions and illustration. One of the returned copies shall be kept on the job at all times.
- B. Checking of submittal drawings by the engineer does not relieve the contractor of the responsibility for the accuracy of such drawings and for their conformity to drawings and specifications unless the contractor notifies engineer in writing of such deviation at time such drawings are furnished.
- C. All submittals shall have the date marked on them when the contractor receives them from the supplier. Submittals shall be submitted through the contractor and shall not come direct from the supplier to the architect or engineer.
- D. This contractor shall mark the date and sign each set that they have checked each of them in their entirety before submitting to the engineer. Submittals that are not dated and signed by the contractor will not be accepted, or checked and will be marked "resubmit" and sent back to the contractor.

1.19 SCOPE OF WORK

- A. All work shall be performed by well-qualified and licensed mechanics with a thorough knowledge of the various systems involved in this building. It shall be this contractor's responsibility to see that their mechanics are familiar with all the various codes and tests applicable to this work.
- B. All equipment shall be new and of the type as specified by the engineer unless otherwise noted in these specifications or on the drawings to remain and or be reused.
- C. The intent of the drawings and specifications is for complete installation of the systems outlined in the drawings and specifications so that at the conclusion of construction the system will be turned over to the owner complete and ready for safe and efficient operation.
- D. This contractor shall be required to furnish and install all such items normally included on systems of this type, which, while not mentioned directly herein or on the drawings are obviously essential to the installation and operation of the system and which are normally furnished on quality installation of this type. The drawings and specifications cannot deal individually with the many minute items that may be required by the nature of the systems.
- E. If there is a discrepancy between the drawings and the specifications or within either document, the more stringent requirement shall be estimated unless brought to the engineer's attention and an addendum is issued for clarification.
- F. The Plumbing Contractor shall establish system elevations prior to fabrication and installation. The Plumbing Contractor shall coordinate elevations with existing conditions and other trades. All elevations shall be coordinated with all trades in the field prior to installation. When a conflict between trades arises, the design team shall be notified immediately prior to further installation.

1.20 VERIFICATION OF ELEVATION OF EXISTING LINES

- A. This contractor, before starting any new work, shall verify the elevations of all existing piping to which they must connect under this contract. The contractor shall report any discrepancies between drawing elevations and actual elevations to the engineer before proceeding with the work. Failure of the contractor to do so shall make them liable for the cost of extra work involved.

1.21 CLEANING OF MECHANICAL SYSTEMS

- A. The mechanical contractor shall clean and passivate all plumbing systems. Flush systems with water until free from all sand, grit, gravel, oil, etc. Provide Babcock/Wilcox Millipore and biological testing on the flush water. The flush will be considered a success when the water exiting the system contains less than 100 ppb of total suspended solids and less than 100 RLUs.
- B. Where connections are made to existing piping systems, this contractor shall provide isolation valves, threaded tees, etc., as required to facilitate the cleaning and testing of all new piping.
- C. This contractor shall thoroughly clean all rust, grease, plaster, cement, etc., from all equipment and piping furnished and installed by them as required to leave surfaces suitable for finish painting.
- D. This contractor shall keep all pipes, traps, waste lines, ducts, etc., plugged, drained or otherwise protected during construction. All items of mechanical equipment shall be suitably protected and upon completion of project shall be equal to new condition.

1.22 ALTERNATES

- A. Refer to General Specification Sections for alternate bid description.

1.23 DIGITAL MEDIA AGREEMENT

- A. Computer Aided Drafting (CAD) documents may be available to the contractor for some uses. Contact the engineer prior to bidding to determine what information is available to be transmitted to the contractor in digital form.
- B. When documents are determined to be available, and as requested by the contractor, they will be transmitted upon the completion and execution of the MODUS digital media agreement.

PART 2 PRODUCTS

2.01 NOT USED

PART 3 EXECUTION

3.01 NOT USED

END OF SECTION

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**SECTION 22 0516
EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flexible pipe connectors
- B. Expansion joints
- C. Premanufactured Flexible Expansion Loops
- D. Accessories

1.02 RELATED SECTIONS

- A. Specification Section 22 1116 - Domestic Plumbing Piping

1.03 REFERENCES

- A. MIL-E-17814E - Expansion Joints, Pipe, Slip-Type, Packed
- B. NSF/ANSI 61 - Drinking Water System Components - Health Effects
- C. NSF/ANSI 372 - Drinking Water System Components - Lead Content

1.04 PERFORMANCE REQUIREMENTS

- A. Provide structural work and equipment required controlling the expansion and contraction of piping. Verify that the anchors, guides, and expansion joints provided, adequately protect the system.
- B. Expansion Calculations:
 - 1. Installation Temperature: 50 deg F.
 - 2. Domestic Hot Water: 140 deg F.
 - 3. Safety Factor: 30 percent

1.05 SUBMITTALS

- A. Product Data:
 - 1. Flexible Pipe Connectors: Indicate maximum temperature and pressure rating, face-to-face length, live length, hose wall thickness, hose convolutions per foot and per assembly, fundamental frequency of assembly, braid structure and total number of wires in braid.
 - 2. Expansion Joints: Indicate temperature and pressure rating, and maximum expansion compensation.
 - 3. Design Data: Indicate selection calculations.
- B. Manufacturer's Installation Instructions: Indicate special procedures, and external controls.

1.06 PROJECT RECORD DOCUMENTS

- A. Record actual locations of flexible pipe connectors, expansion joints, anchors, and guides.

1.07 OPERATION AND MAINTENANCE DATA

- A. Maintenance Data: Include adjustment instructions.

1.08 QUALIFICATIONS

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to the site.
- B. Accept expansion joints on site in factory packing with shipping bars and positioning devices intact. Inspect for damage.

- C. Protect equipment from exposure by leaving factory coverings, pipe end protection, and packaging in place until installation.

1.10 WARRANTY

- A. Provide a one-year warranty for each expansion product and/or assembly included on the project.
- B. Warranty: Include coverage for leak free performance of packed expansion joints.

1.11 REGULATORY REQUIREMENTS

- A. Wetted surfaces of brass and bronze components shall contain <0.25% weighted average lead content (lead free) as defined by NSF/ANSI Standards 61 and 372.

PART 2 PRODUCTS

2.01 FLEXIBLE PIPE CONNECTORS

- A. Stainless Steel Piping:
 - 1. Manufacturers:
 - a. Metra Flex
 - b. Mason Industries
 - c. Minnesota Flexible
 - d. Engineer pre-approved equal.
 - 2. Inner Hose: Stainless steel.
 - 3. Exterior Sleeve: Single braided stainless steel.
 - 4. Pressure Rating: 125 psig WSP and 450 deg F.
 - 5. Joint: As specified for pipe joints.
 - 6. Size: Use pipe sized units.
 - 7. Maximum Offset: 3/4 inch on each side of installed centerline.
 - 8. **Product must be NSF 61 certified for potable water use.**
- B. Copper Piping:
 - 1. Manufacturers:
 - a. Mason Industries
 - b. Metra Flex
 - c. Minnesota Flexible
 - d. Engineer approved equal.
 - 2. Inner Hose: Bronze
 - 3. Exterior Sleeve: Braided bronze.
 - 4. Pressure Rating: 125 psig WSP and 450 deg F.
 - 5. Joint: As specified for pipe joints.
 - 6. Size: Use pipe-sized units.
 - 7. Maximum Offset: 3/4 inch on each side of installed centerline.
 - 8. **Product must be NSF 61 certified for potable water use.**
 - 9. Connections to stainless steel piping shall be made via threaded dielectric fitting.

2.02 EXPANSION JOINTS

- A. Stainless Steel Packed Type:
 - 1. Manufacturers:
 - a. Metra Flex #METRAPAK
 - b. Engineer pre-approved equal.
 - 2. Pressure Rating: 150 psig WSP and 500 deg F.
 - 3. Maximum Compression: Eight inches.
 - 4. Maximum Extension: Two inches.
 - 5. Joint: Flanged with gasket.

6. Size: Use pipe-sized units.
7. Application: Steel piping two inch (2") and over.

2.03 PREMANUFACTURED FLEXIBLE EXPANSION LOOPS

- A. Manufacturers
 1. 1. Metra Flex
 2. 2. Mason Industries
 3. 3. Minnesota Flexible
 4. 4. Engineer Approved Equal
- B. Copper/Bronze or Stainless Steel flexible loop to compensate for linear expansion of domestic water piping.
- C. .Maximum Expansion/Contraction: +/- 4 inches
- D. Product must be NSF 61 certified for potable water use.

2.04 ACCESSORIES

- A. Pipe Alignment Guides:
 1. Manufacturers:
 - a. Hispan
 - b. Metra Flex
 - c. Engineer pre-approved equal.
 2. Two piece welded steel with enamel paint, bolted with spider to fit standard pipe, frame with four mounting holes, clearance for minimum two inch (2") thick insulation, minimum three inch (3") travel.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Construct spool pieces to exact size of flexible connection for future insertion.
- C. Install flexible pipe connectors on pipes connected to equipment supported by vibration isolation. Provide line size flexible connectors. Base mounted equipment including pumps use double sphere flex.
- D. Install flexible connectors at right angles to displacement. Install one end immediately adjacent to isolated equipment and anchor other end. Install in horizontal plane unless indicated otherwise.
- E. Rigidly anchor pipe to building structure where necessary. Provide pipe guides so movement is directed along axis of pipe only. Erect piping such that strain and weight is not on cast connections or apparatus.
- F. Provide support and equipment required controlling expansion and contraction of piping. Provide loops, pipe offsets and expansion joints where required or indicated.

END OF SECTION

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**SECTION 22 0519
METERS AND GAUGES FOR PLUMBING PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pressure gauges
- B. Pressure gauge tappings
- C. Dial thermometers
- D. Thermometer supports
- E. Test plugs

1.02 REFERENCES

- A. ASME B40.1 - Gauges - Pressure Indicating Dial Type - Elastic Element
- B. ASME MFC-3M - Measurement of Fluid Flow in Pipes Using Orifice, Nozzle and Venturi
- C. ASTM E1 - Standard Specification for ASTM Thermometers
- D. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers
- E. AWWA C700 - Cold-Water Meters - Displacement Type, Bronze Main Case
- F. AWWA C701 - Cold-Water Meters - Turbine Type, for Customer Service
- G. AWWA C702 - Cold-Water Meters - Compound Type
- H. AWWA C703 - Cold-Water Meters - Fire-Service Type
- I. AWWA C706 - Direct-Reading Remote-Registration Systems for Cold-Water Meters
- J. AWWA C710 - Cold-Water Meters - Displacement Type, Plastic Main Case
- K. AWWA M6 - Water Meters - Selection, Installation, Testing, and Maintenance
- L. UL 393 - Indicating Pressure Gauges for Fire-Protection Service
- M. UL 404 - Gauges, Indicating Pressure, for Compressed Gas Service
- N. NSF/ANSI 61 - Drinking Water System Components - Health Effects
- O. NSF/ANSI 372 - Drinking Water System Components - Lead Content

1.03 SUBMITTALS

- A. All submitted documents shall be:
 - 1. Digital (scanned documents are not acceptable)
 - 2. Current, within last 5 years
 - 3. Complete and in sufficient detail to allow ready determination of compliance with contract documents
 - 4. Have options clearly indicated as applicable to each submittal
- B. Construction submittal
 - 1. Provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Product Data, indicating use, operating range, total range, accuracy, and location for manufactured components.
- C. Closeout submittal
 - 1. After project substantial completion, provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Operation and Maintenance Information, including calibration instructions
- D. Project Record Documents

1. Final installed locations of all components on a PDF floor plan

1.04 ENVIRONMENTAL REQUIREMENTS

- A. Do not install instruments when areas are under construction, except for required rough in, taps, support, and test plugs.

1.05 REGULATORY REQUIREMENTS

- A. Wetted surfaces of brass and bronze components shall contain <0.25% weighted average lead content (lead free) as defined by NSF/ANSI Standards 61 and 372.

PART 2 PRODUCTS

2.01 PRESSURE GAUGES

- A. Manufacturers:
 1. Ametek/US Gauge Series
 2. Trerice
 3. Miljoco - Weiss
 4. Weiss Instruments
 5. Dwyer
 6. Winters Instruments
 7. Engineer pre-approved equal.
- B. Gauge: Install where indicated on the drawings, 4.5 inch dial size pressure gauge, phenolic solid front pressure relieving case, Grade 1A, +/- 1% accuracy with range approximately twice working pressure.
- C. All gauges to be fitted with gauge cocks.
- D. All wetted components shall be NSF 61 certified.
- E. All wetted components shall be NSF 61 certified.

2.02 PRESSURE GAUGE TAPPINGS

- A. Needle Valve: Brass, 1/4 inch NPT for minimum 300 psi.
- B. Ball Valve: Brass 1/4 inch NPT for 250 psi.
- C. Pulsation Damper: Pressure snubber brass with 1/4 inch NPT connections.
- D. Siphon: Steel, Schedule 40, 1/4 inch NPT angle or straight pattern.

2.03 DIAL THERMOMETERS

- A. Manufacturers:
 1. Miljoco-Weiss
 2. Trerice
 3. Winters Instruments.
 4. Engineer approved equal.
- B. Thermometer: ASTM E1, stainless steel case, bimetallic helix actuated with silicone fluid damping, white with black markings and black pointer hermetically sealed lens, stainless steel stem and variable angle face.
- C. Size: Three inch diameter dial.
- D. Lens: Clear glass.
- E. Accuracy: One percent.
- F. Range: Minimally 32 degrees to 175 degrees.
- G. Calibration: Degree F.
- H. Accessories: Manufacturer's lead-free thermowell.
- I. All wetted components shall be NSF 61 certified.

2.04 THERMOMETER SUPPORTS

- A. Socket: Brass separable sockets for thermometer stem with or without extensions as required.

2.05 TEST PLUGS

- A. Test Plug: Brass 1/4 inch fitting and cap for receiving 1/8 inch outside diameter pressure or temperature probe with neoprene core for temperatures up to 200 deg F.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install one pressure gauge per pump with taps before strainers and on suction and discharge of pump; pipe to gauge.
- B. Install gauge taps in piping.
- C. Install pressure gauges with pulsation dampers. Provide ball valve to isolate each gauge. Extend nipples and siphons to allow clearance from insulation.
- D. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inch for installation of thermometer sockets. Ensure sockets allow clearance from insulation.
- E. Coil and conceal excess capillary on remote element instruments.
- F. Install gauges and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degree off vertical.
- G. Adjust gauges and thermometers to final angle, clean windows and lenses, and calibrate to zero.
- H. Locate test plugs adjacent thermometers and thermometer sockets adjacent to pressure gauges and pressure gauge taps.
- I. Refer to schematics and details on drawings for additional locations.

3.02 SCHEDULES

- A. See details on drawings.

END OF SECTION

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**SECTION 22 0529
HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT**

GB PPART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe hangers and supports
- B. Accessories
- C. Sleeves

1.02 RELATED SECTIONS

- A. Specification Section 22 0548 - Vibration and Seismic Controls for Plumbing Piping and Equipment
- B. Specification Section 22 1116 - Domestic Water Piping

1.03 REFERENCES

- A. ASME B31.9 - Building Services Piping
- B. ASTM F708 - Design and Installation of Rigid Pipe Hangers
- C. MSS SP58 - Pipe Hangers and Supports - Materials, Design and Manufacturer
- D. MSS SP69 - Pipe Hangers and Supports - Selection and Application
- E. MSS SP89 - Pipe Hangers and Supports - Fabrication and Installation Practices

1.04 SUBMITTALS

- A. All submitted documents shall be:
 - 1. Digital (scanned documents are not acceptable)
 - 2. Current, within last 5 years
 - 3. Complete and in sufficient detail to allow ready determination of compliance with contract documents
 - 4. Have options clearly indicated as applicable to each submittal
- B. Construction submittal
 - 1. Provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Product Data
 - b. Design Data, indicating load capacity of hangers

1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable code for support of piping.

PART 2 PRODUCTS

2.01 PIPE HANGERS AND SUPPORTS

- A. Manufacturers:
 - 1. Anvil International
 - 2. Tolco/Cooper B-Line
 - 3. Engineer pre-approved equal.
- B. Plumbing Piping - Water:
 - 1. Conform to ASME B31.9; ASTM F708.
 - 2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Carbon steel adjustable swivel, split ring. Anvil International Figure 104.
 - 3. Hangers for Cold Pipe Sizes 2 Inch and Over: Carbon steel, adjustable, clevis.
 - 4. Hangers for Hot Pipe Sizes 2 Inch to 4 Inch: Carbon steel, adjustable, clevis.

5. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 6. Wall Support for Pipe Sizes to 3 Inches: Welded steel bracket with galvanized coating.
 7. Wall Support for Pipe Sizes 4 Inches Over: Welded steel bracket and wrought steel clamp.
 8. Vertical Support: Steel riser clamp.
 9. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 10. Floor Support for Hot Pipe Sizes to 4 Inches: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 11. Provide stainless steel hangers and supports in tunnel.
- C. PEX-A Support Requirements:
1. Support PEX piping per requirements of the 2024 Uniform plumbing code, the manufacturer's recommendations, and these specifications.
 2. Provide PEX-A pipe support channel and strapping every 3 feet for all main piping 2" and above.
 3. Provide split ring clamps spaced per PEX-A hanger schedule on piping mains conveying fluids above ambient temperature.
 4. Provide fixed points per detail on drawings and spaced per PEX-A hanger schedule on piping mains conveying fluids above ambient temperature.

2.02 ACCESSORIES

- A. Hanger Rods: Mild steel threaded both ends, threaded one end or continuous threaded.

2.03 SLEEVES

- A. Sleeves for pipes through wall below grade shall be Schedule 40, two pipe diameters larger than pipe. Seal with Linkseal.
- B. Sleeves for pipes through non-fire rated floors shall be 18 gauge galvanized steel.
- C. Sleeves for pipes through non-fire rated beams, walls, footings, and potentially wet floors shall be Schedule 40 steel pipe or 18 gauge galvanized steel.
- D. Sleeves for pipes through fire rated and fire resistive floors and walls, and fire proofing to be a fire rated sleeve assembly including seals, UL listed.
- E. Stuffing and Firestopping Insulation: Fiberglass type, non-combustible per UL tested assembly type.
- F. Sealant Manufacturers:
1. Dow Corning Silicone RTV Foam.
 2. 3-M Fire Barrier Caulk and Putty.
 3. Thomas & Betts Flame Safe Fire Stop System.
 4. Engineer approved equal.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.02 PIPE HANGERS AND SUPPORTS

- A. Support horizontal piping as scheduled.
- B. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.

- C. Place hangers within 12 inch of each horizontal elbow.
- D. Use hangers with 1-1/2 inch minimum vertical adjustment.
- E. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- F. Support riser piping independently of connected horizontal piping.
- G. Design hangers for pipe movement without disengagement of supported pipe.

3.03 SLEEVES

- A. Set sleeves in position in formwork. Provide reinforcing around sleeves.
- B. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- C. Provide sleeves where piping penetrates floor, ceiling or wall. Close off space between pipe and adjacent work with fire stopping insulation and caulk.
- D. Provide close fitting metal collar or escutcheon covers at both sides of penetration. Install chrome plated steel escutcheons at finished surfaces and within cabinets.

3.04 SCHEDULES

METALLIC HANGER SCHEDULE

HANGER ROD PIPE SIZE (INCHES)	MAX. HANGER SPACING (FEET)	ROD DIAMETER (INCHES)
1/2-1	2.67 (32 inches)	3/8
1-1/4-4	4	3/8

PEX-A HANGER SCHEDULE

STANDARD HANGER PIPE SIZE (INCHES)	MAX. HANGER SPACING (FEET)	ROD DIAMETER (INCHES)
1/2-1	2.67 (32 INCHES)	3/8
1-1/4-4	4	1/2

PEX-A CONVEYING FLUIDS ABOVE AMBIENT TEMMPERATURE

SPLIT RING CLAMP PIZE SIZE (INCHES)	MAX CLAMP SPACING (FEET)	ROD DIAMETER (INCHES)
2 AND ABOVE	30	1/2
LENGTH OF STRAIGHT RUN	NUMBER OF FIXED POINTS	FIXED POINT LOCATION(S)
0-63 FEET	0	N/A
64-128 FEET	1	CLOSED SUPPORT WITH CLAMPS TO CENTER
129-192 FEET	2	NO MORE THAN 64 FEET APART
193+ FEET	3 (+1 FOR EVERY ADDITIONAL 64 FEET OF STRAIGHT RUN)	NO MORE THAN 64 FEET APART

END OF SECTION

**SECTION 22 0553
IDENTIFICATION FOR PLUMBING AND EQUIPMENT**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nameplates
- B. Tags
- C. Pipe markers
- D. Labels

1.02 REFERENCES

- A. ASME A13.1 - Scheme for the Identification of Piping Systems

1.03 SUBMITTALS

- A. All submitted documents shall be:
 - 1. Digital (scanned documents are not acceptable)
 - 2. Current, within last 5 years
 - 3. Complete and in sufficient detail to allow ready determination of compliance with contract documents
 - 4. Have options clearly indicated as applicable to each submittal
- B. Construction submittal
 - 1. Provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Product Data, including a list of wording, symbols, letter size, and color-coding for mechanical identification.
- C. Closeout submittal
 - 1. After project substantial completion, provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- D. Project Record Documents
 - 1. Record actual locations of tagged valves, including valve tag numbers.

PART 2 PRODUCTS

2.01 NAMEPLATES

- A. Description: Laminated three-layer plastic with engraved black letters on light contrasting background color.

2.02 TAGS

- A. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.
- B. Tag Chart: Typewritten letter size list in anodized aluminum frame plastic laminated.

2.03 PIPE MARKERS

- A. Color and Lettering: Conform to ASME A13.1.
- B. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings indicating flow direction arrow and identification of fluid being conveyed.

2.04 LABELS

- A. Description: Laminated Mylar, size 1.9" x 0.75" adhesive backed with printed identification.

PART 3 EXECUTION

3.01 PREPARATION

- A. De-grease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

- A. Install identifying devices after completion of coverings and painting.
- B. Install plastic nameplates with corrosive-resistant mechanical fasteners or adhesive.
- C. Install labels with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer. Apply paint primer before applying labels for unfinished canvas covering.
- D. Install tags using corrosion resistant chain. Number tags consecutively by location.
- E. Identify piping, concealed or exposed as indicated in schedule below. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 foot on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure and at each obstruction. Identify on both sides of any wall.
- F. Submit proposed identification scheme for owner's review.

END OF SECTION

**SECTION 22 0719
DOMESTIC PLUMBING INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fiberglass
- B. Flexible elastomeric foam insulation
- C. Jackets

1.02 RELATED SECTIONS

- A. Specification Section 22 0553 - Identification for Plumbing Piping and Equipment

1.03 REFERENCES

- A. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet and Strip
- B. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus
- C. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement
- D. ASTM C449/C449M - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement
- E. ASTM C518 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
- F. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form
- G. ASTM C547 - Standard Specification for Mineral Fiber Preformed Pipe Insulation
- H. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation
- I. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials
- J. NAIMA National Insulation Standards
- K. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials
- L. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials

1.04 SUBMITTALS

- A. All submitted documents shall be:
 - 1. Digital (scanned documents are not acceptable)
 - 2. Current, within last 5 years
 - 3. Complete and in sufficient detail to allow ready determination of compliance with contract documents
 - 4. Have options clearly indicated as applicable to each submittal
- B. Construction submittal
 - 1. Provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Product Data

1.05 QUALITY ASSURANCE

1.06 REGULATORY REQUIREMENTS

- A. Conform to maximum flame spread/smoke developed rating of 25/50 in accordance with ASTM E84.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Accept materials on site, labeled with manufacturer's identification, product density and thickness.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 FIBERGLASS

- A. Manufacturers:
 - 1. Johns Manville Micro-Lok HP
 - 2. Owens Corning
 - 3. Knauff
 - 4. Engineer pre-approved equal.
- B. Insulation: ASTM C547 rigid molded, noncombustible.
- C. "K" Value: ASTM C335, 0.23 at 75 deg F.
- D. Minimum Service Temperature: 0 deg F.
- E. Maximum Service Temperature: 800 deg F.
- F. Maximum Moisture Absorption: <5% by weight.
- G. Vapor Barrier Jacket: ASTM C1136, white Kraft paper with fiberglass yarn, bonded to aluminized film.
- H. Moisture Vapor Transmission: ASTM E96; 0.02 perm inches.
- I. Secure with self-sealing longitudinal laps and butt strips.
- J. Surface Burning: ASTM E84; Flame Spread-25, Smoke Developed-50
- K. VOC Content: ASTM D5116; 0.15 g/l

2.02 FLEXIBLE ELASTOMERIC FOAM INSULATION

- A. Manufacturers:
 - 1. Armacell: AP Armaflex
 - 2. Aerocel
 - 3. K-flex
 - 4. Engineer pre-approved equal.
- B. Insulation: ASTM C534 flexible cellular elastomeric molded sheet.
- C. "K" Value: ASTM C177 or C518; 0.27 at 75 deg F.
- D. Minimum Service Temperature: -40 deg F.
- E. Maximum Service Temperature: 220 deg F.
- F. Maximum Moisture Absorption: ASTM D1056, 5.0% by weight gain.
- G. Maximum Water Vapor Permeability: ASTM E96; 0.05 perm-in.
- H. Maximum Flame Spread: ASTM E84; 25
- I. Maximum Smoke Developed: ASTM E84; 50
- J. Insulated Pipe Hangers: Refer to the requirements for elastomeric insulation contained in the Inserts and Shields portion of this section.
- K. Elastomeric Foam Adhesive:
 - 1. Manufacturers:
 - a. Armstrong #BLV 520

- b. Aeroflex
- c. Halstead/K-Flex
- d. Engineer pre-approved equal.
- 2. Air-dried contact adhesive, compatible with insulation.
- 3. VOC Content: 0 g/L as calculated and reported by SCAQMD 1168.

2.03 JACKETS

- A. PVC Plastic:
 - 1. Manufacturers:
 - a. Johns Manville Zeston
 - b. Owens Corning
 - c. PIC Plastics
 - d. Engineer pre-approved equal.
 - 2. Jacket: ASTM C921, UV resistant, one piece molded type fitting covers and sheet material, off white color.
 - 3. Minimum Service Temperature: 0 deg F.
 - 4. Maximum Service Temperature: 150 deg F.
 - 5. Moisture Vapor Transmission: ASTM E96; 0.002 perm inches.
 - 6. Maximum Flame Spread: ASTM E84; 25
 - 7. Maximum Smoke Developed: ASTM E84; 50
 - 8. Thickness: 20 mil.
 - 9. Connections: Brush on welding adhesive.
- B. Covering Adhesive Mastic:
 - 1. Manufacturers:
 - a. Johns Manville Perma-Weld
 - b. PIC Plastics
 - c. Engineer pre-approved equal.
 - 2. Compatible with insulation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry with foreign material removed.

3.02 INSTALLATION

- A. Install materials in accordance with manufacturer's instructions.
- B. Exposed Piping: Locate insulation and cover seams in least visible locations.
- C. Cold Pipes Conveying Fluids Below Ambient Temperature:
 - 1. Provide vapor barrier jackets, factory applied or field applied.
 - 2. Insulate fittings, joints and valves with molded insulation of like material and thickness as adjacent pipe.
 - 3. Provide PVC fitting covers.
 - 4. Continue insulation through walls (unless in firewall sleeves), pipe hangers and other pipe penetrations.
 - 5. Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
 - 6. Vapor seal insulation ends every 20 feet.
- D. Insulated Pipes Conveying Fluids Above Ambient Temperature:
 - 1. Provide standard jackets with vapor barrier, factory applied.
 - 2. Insulate fittings, joints and valves with insulation of like material and thickness as adjoining pipe.

3. Provide PVC fitting covers.
 4. Continue insulation through walls (unless in firewall sleeves) pipe hangers and other pipe penetrations.
- E. Inserts and Shields:
1. Manufacturers:
 - a. Jeff Company/Buckaroo
 - b. Amacell
 - c. Cooper/Eaton
 - d. TPS
 - e. Engineer pre-approved equal.
 2. Shields: Galvanized saddle with flared edges between pipe hangers or pipe hanger rolls and inserts.
 3. Insert Location: Between support shield and piping and under the vapor barrier and finish jacket.
 4. Insert Configuration: Minimum six inch (6") long of same thickness and contour as adjoining insulation; may be factory fabricated.
 5. Insert Type:
 - a. Polystyrene and Fiberglass Insulation: 360 degree polyisocyanurate or phenolic foam cylindrical insert capable of supporting piping system. Pre-fabricated, insulated and jacketed supports are acceptable. Blocks, plugs, or wood material are not acceptable.
 - b. Flexible Elastomeric Foam Insulation: Pre-fabricated 360 degree insulated pipe hanger with polyethylene inserts (Armacell "Armafix" or equal). Match thickness of pipe insulation. Hanger shall have PVC or aluminum jacket. Provide friction tape on inside of pipe clamp/support to avoid slipping.
- F. Insulation shall be continuous at all hangers. Hanger shall not be in direct contact with pipe.

3.03 TOLERANCE

- A. Substituted insulation materials shall provide thermal resistance within 10% at normal conditions, as materials indicate.

3.04 SCHEDULE

FIBERGLASS INSULATION

PIPING SYSTEMS	PIPE SIZE	THICKNESS
Domestic Hot Water and Re-Circulation	Less than 1.5"	1"
Domestic Hot Water and Re-Circulation	1.5" and Larger	1.5"
Domestic Cold Water	All	1"

FLEXIBLE ELASTOMERIC FOAM INSULATION

PIPING SYSTEMS	PIPE SIZE	THICKNESS
Domestic Hot Water and Re-Circulation	Less than 1.5"	1"
Domestic Hot Water and Re-Circulation	1.5" and Larger	1.5
Domestic Cold Water	All	3/4"

END OF SECTION

**SECTION 22 1116
DOMESTIC PLUMBING PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water piping (above grade)
- B. Ball valves
- C. Swing Style Check V
- D. Strainers
- E. Fire stop systems
- F. Calibrated balance valves
- G. Drain ball valves
- H. Pipe accessories

1.02 RELATED SECTIONS

- A. Specification Section 22 0553 - Identification for Plumbing Piping and Equipment

1.03 REFERENCES

- A. ASME B31.1 - Power Piping
- B. ASME B31.9 - Building Service Piping
- C. ASME Section 9 - Welding and Brazing Qualifications
- D. ASME B16.22 - Wrought Copper and Bronze Solder-Joint Pressure Fittings
- E. ASTM B88 - Seamless Copper Water Tube
- F. AWS A5.8 - Brazing Filler Metal
- G. AWWA C651 - Disinfecting Water Mains
- H. NSF/ANSI 61 - Drinking Water System Components - Health Effects
- I. NSF/ANSI 372 - Drinking Water System Components - Lead Content

1.04 SUBMITTALS

- A. All submitted documents shall be:
 - 1. Digital (scanned documents are not acceptable)
 - 2. Current, within last 5 years
 - 3. Complete and in sufficient detail to allow ready determination of compliance with contract documents
 - 4. Have options clearly indicated as applicable to each submittal
- B. Construction submittal
 - 1. Provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Product Data
 - b. Schedule of all system types and piping and fitting types provided, clearly indicating which submitted piping and fittings are associated to each system on the project. Schedule shall be at the beginning of piping submittal.
 - c. Installation Instructions
- C. Closeout submittal
 - 1. After project substantial completion, provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Operation and Maintenance Information, including spare parts list and exploded assembly views.

- D. Project Record Documents
 - 1. Indicate final installed locations of all valves on a PDF floor plan

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with the State of Iowa.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. Welding Materials and Procedures: Conform to ASME Code and applicable state labor regulations.
- D. Welder's Certification: In accordance with ASME Section IX.
- E. Identify pipe with marking including size, material classification, specification, potable water certification and water pressure rating.
- F. Maintain one copy of each document on site.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for installation of back flow prevention devices.
- B. Wetted surfaces of brass and bronze components shall contain <0.25% weighted average lead content (lead free) as defined by NSF/ANSI Standards 61 and 372.

1.07 DELIVERY, STORAGE AND PROTECTION

- A. Deliver, store, protect and handle products to site.
- B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work and isolating parts of completed system.

1.08 WARRANTY

- A. Provide a 25-year non-prorated warranty on PEX tubing.

PART 2 PRODUCTS

2.01 WATER PIPING (ABOVE GRADE)

- A. Copper Tubing: (Downstream of dielectric union on stainless steel branch piping)
 - 1. ASTM B88, type #K hard drawn.
 - 2. Fittings: ASME B16.22, wrought copper and bronze.
 - 3. Joints: ASTM B32, solder, Grade 95TA.
- B. Stainless Steel, type 304 (Domestic Cold Water Piping Mains)
 - 1. ASTM A312, NSF 61, schedule 40
 - 2. Joints: ASTM A351 threaded stainless steel.
 - 3. Fittings: ASTM A351 threaded stainless steel.
- C. Stainless Steel, type 304 ((Main piping conveying fluid at or below ambient temperature)
 - 1. ASTM A312, NSF 61, schedule 40
 - 2. Fittings: ASTM A815/815M, AWWAC606, stainless steel grooved mechanical couplings.
 - 3. Joints: ASTM A815/815M, AWWAC606, stainless steel grooved mechanical couplings.
 - 4. Manufacturers
 - a. Victaulic
 - b. Gruvlok
 - c. Engineer pre-approved equal

- D. Stainless Steel, type 304 (Domestic Hot Water and Hot Water Recirculation Piping Mains)
 - 1. ASTM A312, NSF 61, schedule 40
 - 2. Fittings: ASTM A403 welded stainless steel.
 - 3. Joints: ASTM A403 welded stainless steel.
- E. Cross-Linked Polyethylene (PEX) (3" DIA. AND SMALLER) (STICKS OF PEX)
 - 1. ASTM F876, SDR 9 polyethylene PEX-a tubing
 - a. Rated for continuous operation by the Plastic Pipe Institute (PPI) at the following conditions: 160 psi @ 73.4 deg F, 100 psi @ 180 deg F, 80 psi @ 200 deg F.
 - b. Minimum bend radius for cold bending of the pipe shall not be greater than 6 times the outside diameter of the pipe. Provide bend supports supplied by the tubing manufacturer for all bends with a radius tighter than this requirement.
 - c. Fittings: ASTM F2080 or ASTM F1960 cold-expansion, compression sleeve fittings. Provide specific fitting types as required to maintain warranty of piping manufacturer.
 - 2. Manufacturer shall provide components of the PEX tubing system including all plastic piping, fittings, manifolds, supports, and any other ancillary items required for a complete installation.
 - 3. Warranty: Plastic piping shall carry a 25-year non-prorated warranty against failure due to defect in material and workmanship. Manifolds, headers, thermostats, actuators, and other ancillary components shall be warranted for 12 months from date of substantial completion.

2.02 BALL VALVES (UP TO AND INCLUDING 4 INCHES)

- A. Manufacturers:
 - 1. Apollo #77CLF-140/240
 - 2. Watts #LFB 6080/6081 G2-SS
 - 3. Nibco #S/T-585-66-LF
 - 4. Milwaukee #UPBA-400S/450S
 - 5. Engineer pre-approved equal.
- B. Bronze two piece full port body, stainless steel ball and stem, RPTFE seats and thrust washer, lever handle, threaded ends.
- C. Valves installed in public corridor spaces shall be provided with lockable handle option.

2.03 SWING STYLE CHECK VALVE (UP TO 2 INCHES)

- A. Manufacturers
 - 1. Apollo #164T
 - 2. NIBCO #T-433
 - 3. Milwaukee #515Y
 - 4. Engineer approved equal.
- B. Horizontal swing style, Y-pattern, bronze body, bronze trim, renewable bronze disc, Class 150, threaded ends.

2.04 STRAINERS

- A. Manufacturers:
 - 1. Metraflex
 - 2. Watts
 - 3. Engineer pre-approved equal.
- B. Size 2 Inches and Under: Screwed brass body for 175 psig working pressure, "Y" pattern with 1/32 inch stainless steel perforated screen.

- C. Size 2-1/2" to 4 Inches: Flanged iron body for 175 psig working pressure, "Y" pattern with 3/64 inch stainless steel perforated screen.

2.05 FIRE STOP SYSTEMS

- A. Manufacturers:
 - 1. 3M
 - 2. Engineer approved equal.
- B. General Purpose Fire Stopping Sealant: Water based, non-slumping, premixed sealant with intumescent properties, rated for 3 hours per ASTM E814 and UL 1479.
- C. General Purpose Vibration Resistant Fire Stopping Sealant: Silicone based, non-slumping, premixed sealant with intumescent properties, vibration and moisture resistant, rated for three hours per ASTM E814 and UL 1479.
- D. DWV Plastic Pipe Systems Fire Stopping Sealant: Silicone based, premixed sealant with intumescent properties, vibration and moisture resistant, rated for three hours per ASTM E814 and UL 1479 with metal collars.

2.06 CALIBRATED BALANCE VALVES

- A. Manufacturers:
 - 1. B & G Circuit Setter Plus
 - 2. Taco
 - 3. Watts
 - 4. Victaulic
 - 5. Engineer pre-approved equal.
- B. Construction:
 - 1. Up to 3 Inches: Lead free brass.
 - 2. Temperature and pressure test plug on inlet and outlet.
 - 3. Memory stop.

2.07 DRAIN BALL VALVES

- A. Manufacturers:
 - 1. Apollo #95-ALF
 - 2. Engineer pre-approved equal.
- B. Bronze two-piece full port body chrome plated ball and stem.
- C. Teflon seats and stuffing, box ring, lever handle, drain cap and seal, threaded ends.

2.08 PIPE ACCESSORIES

- A. Fittings:
 - 1. All fittings shall be of the same material as the pipe. Material joining the fitting to the pipe shall be free from cracks and shall adhere tightly to each joining surface.
 - 2. All fittings shall be capped with a plug of the same material as the pipe, and gasketed with the same gasket material as the pipe joint or be of material pre-approved by the engineer. The plug shall be able to withstand all test pressures involved without leakage.

PART 3 EXECUTION

3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.02 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 conserve building space and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints or connected equipment.
- G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- H. Provide support for utility meters in accordance with requirements of utility companies.
- I. Prepare exposed, unfinished pipe, fittings, supports and accessories not pre-finished, ready for finish painting.
- J. Install valves with stems upright or horizontal, not inverted.
- K. Install water piping to ASME B31.9.
- L. Sleeve pipes passing through partitions, walls and floors.
- M. Install unions downstream of all valves and at equipment or apparatus connections.
- N. Provide threaded fitting or pipe connection on either side of valves to facilitate easy replacement in the case of valve failure.

3.03 ERECTION TOLERANCES

- A. Establish invert elevations, slopes for drainage to 1/8 inch per foot 1% minimum. Maintain gradients.
- B. Slope water piping minimum 0.25% and arrange to drain at low points.

3.04 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. The plumbing contractor is responsible for providing disinfection of domestic water piping system as outlined in this section. This responsibility extends to the provision of all additional equipment (pumps, temporary piping/hose, valves, pipe endcaps, etc.) required to complete the disinfection as specified regardless of explicit mention within this section or on the drawings.
- B. Prior to starting work, verify system is complete, flush and clean.
- C. Disinfection of new piping shall take place prior to making connections to existing branch piping to allow for proper disinfectant application timelines while maintaining water service to the building. Once final branch connections have been made, no additional disinfections shall be completed.
- D. Ensure pH of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
- E. Inject disinfectant, diluted liquid chlorine (sodium hypochlorite) form throughout system to obtain 50-to 80 mg/L residual.
- F. Bleed water from outlets to ensure distribution and test for disinfectant residual at minimum 15% of outlets.
- G. Maintain disinfectant in system for 24 hours.
- H. If final disinfectant residual tests less than 25 mg/L, repeat treatment.
- I. Flush disinfectant from system until residual equal to that of incoming water or 1.0 mg/L.

- J. Take samples no sooner than 24 hours after flushing from 10% of outlets and from water entry and analyze in accordance with AWWA C651. Submit written report to owner.

3.05 TESTING

- A. This contractor shall, before concealing, test all systems installed under this contract as called for in these specifications and as required by local codes. Tests shall be made in the presence of the engineer, local authorities or their duly authorized representative. Any defects discovered in testing shall be corrected and the tests repeated until all defects are eliminated.
- B. This contractor shall be held responsible for all damage resulting from defects in the system.
- C. Domestic Water Testing:
 - 1. At conclusion of construction (before any covering up, painting, or finishing) each portion of the piping or of the entire hot and cold water supply system, it shall be initially tested to be proved tight under 50 psi air pressure. All piping shall withstand test pressures without leaking for a period of time not less than 15 minutes.
 - 2. The system shall not be filled with water until immediately prior to disinfection. A hydrostatic test to a water pressure of 1.5x working pressure up to a maximum of 150 psi shall be performed. All piping shall withstand test pressures without leaking for a period of time not less than 4 hours.

END OF SECTION

**SECTION 22 1119
DOMESTIC PLUMBING SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hose bib
- B. Water hammer arrestor

1.02 RELATED SECTIONS

- A. Specification Section 22 1116 - Domestic Plumbing Piping
- B. Specification Section 22 3000 - Plumbing Equipment
- C. Specification Section 22 4000 - Plumbing Fixtures

1.03 REFERENCES

- A. ASME A113.6.3; Floor and Trench Drains
- B. ASME A113.6.4 - Roof, Deck and Balcony Drains
- C. ASSE 1010-01; Water Hammer Arrestors
- D. ASSE 1011 - Hose Connection Vacuum Breakers
- E. ASSE 1012 - Backflow Preventers with Immediate Atmospheric Vent
- F. ASSE 1013 - Backflow Preventers, Reduced Pressure Principle
- G. ASSE 1019 - Wall Hydrants, Frost Proof Automatic Draining Anti-Backflow Types
- H. ASTM C478 - Precast Reinforced Concrete Manhole Sections (ASTM C478M - Precast Reinforced Concrete Manhole Sections)
- I. AWWA C506 - Backflow Prevention Devices - Reduced Pressure Principle and Double Check Valve Types
- J. PDI G-101 - Testing and Rating Procedure for Grease Interceptors with Appendix of Sizing and Installation Data
- K. PDI WH-201 - Water Hammer Arrestors
- L. NSF/ANSI 61 - Drinking Water System Components - Health Effects
- M. NSF/ANSI 372 - Drinking Water System Components - Lead Content

1.04 SUBMITTALS

- A. All submitted documents shall be:
 - 1. Digital (scanned documents are not acceptable)
 - 2. Current, within last 5 years
 - 3. Complete and in sufficient detail to allow ready determination of compliance with contract documents
 - 4. Have options clearly indicated as applicable to each submittal
- B. Construction submittal
 - 1. Provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Product Data: Provide component sizes, rough-in requirements, service sizes and finishes.
 - b. Shop Drawings: Indicate dimensions, weights and placement of openings and holes.
 - c. Certificates: Certify that grease interceptors meet or exceed specified requirements.
 - d. Installation Instructions

- C. Closeout submittal
 - 1. After project substantial completion, provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Operation and Maintenance Information, including required frequency of treatment for interceptors, spare parts lists, and exploded assembly views.
- D. Project Record Documents
 - 1. Record actual locations of tagged valves, including valve tag numbers.

1.05 QUALITY ASSURANCE

1.06 DELIVERY, STORAGE AND PROTECTION

- A. Accept specialties on site in original factory packaging. Inspect for damage.

1.07 REGULATORY REQUIREMENTS

- A. Wetted surfaces of brass and bronze components shall contain <0.25% weighted average lead content (lead free) as defined by NSF/ANSI Standards 61 and 372.

PART 2 PRODUCTS

2.01 HOSE BIB (HB-1)

- A. Manufacturers:
 - 1. Woodford #24
 - 2. Prier #C155CP.75
 - 3. Engineer pre-approved equal.
- B. Interior: Brass with integral mounting flange, replaceable hexagonal disc, hose thread spout, integral vacuum breaker in conformance with ASSE 1011.

2.02 WATER HAMMER ARRESTOR (WHA)

- A. Manufacturers:
 - 1. Zurn "Shoktro" #Z-1700
 - 2. Mifab
 - 3. Engineer pre-approved equal.
- B. ANSI A112.26.1; A112.26.1M bellows style water hammer arrestor; sized in accordance with PDI WH-201 pre-charged suitable for operation in temperature range of -100 deg to 250 deg F and maximum 350 psig working pressure.

PART 3 EXECUTION

3.01 PREPARATION

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install water hammer arrestors on hot and cold water supply piping to each restroom riser.

END OF SECTION

**SECTION 22 3000
PLUMBING EQUIPMENT**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. In-line circulator pump

1.02 REFERENCES

- A. ASHRAE 90A - Energy Conservation in New Building Design
- B. ASME Section 8D - Pressure Vessels
- C. NFPA 30 - Flammable and Combustible Liquids Code
- D. NFPA 54 - National Fuel Gas Code
- E. NFPA 58 - Storage and Handling of Liquefied Petroleum Gases
- F. NFPA 70 - National Electrical Code
- G. UL 1453 - Electric Booster and Commercial Storage Tank Water Heaters
- H. UL 174 - Household Electric Storage Tank Water Heaters
- I. ASME Section VIII D - Pressure Vessels; Boiler and Pressure Vessel Codes
- J. ANSI/NEMA 250 - Enclosure for Electrical Equipment (1000 volts max.)
- K. NSF/ANSI 61 - Drinking Water System Components - Health Effects
- L. NSF/ANSI 372 - Drinking Water System Components - Lead Content

1.03 SUBMITTALS

- A. All submitted documents shall be:
 - 1. Digital (scanned documents are not acceptable)
 - 2. Current, within last 5 years
 - 3. Complete and in sufficient detail to allow ready determination of compliance with contract documents
 - 4. Have options clearly indicated as applicable to each submittal
- B. Construction submittal
 - 1. Provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Product Data:
 - 2. Provide dimension drawings of water heaters indicating components and connections to other equipment and piping.
 - 3. Indicate pump type, capacity, power requirements, and affected adjacent construction.
 - 4. Provide certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable.
 - 5. Provide electrical characteristics and connection requirements.
 - a. Shop Drawings:
 - 6. Indicate heat exchanger dimensions, size of tappings, and performance data.
 - 7. Indicate dimensions of tanks, tank lining methods, anchors, attachments, lifting points, tappings, and drains.
- C. Closeout submittal
 - 1. After project substantial completion, provide (1) submittal including all products listed in this specification section. Provide the following for each product.
 - a. Operation and Maintenance Information, including inspection data, replacement part numbers, availability, service depot location, and telephone number.

- b. Warranty: Submit manufacturer warranty and ensure forms have been completed in owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

- A. Provide pumps with manufacturer's name, model number, and rating/capacity identified.
- B. Ensure products and installation of specified products are in conformance with recommendations and requirements of the following organizations:
 - 1. American Gas Association (AGA)
 - 2. National Sanitation Foundation (NSF)
 - 3. American Society of Mechanical Engineers (ASME)
 - 4. National Board of Boiler and Pressure Vessel Inspectors (NBBPVI)
 - 5. National Electrical Manufacturers' Association (NEMA)
 - 6. Underwriters Laboratories (UL)
- C. Ensure pumps operate at specified system fluid temperatures without vapor binding and cavitation, are non-overloading in parallel or individual operation; operate within 25% of midpoint of published maximum efficiency curve.

1.05 REGULATORY REQUIREMENTS

- A. Conform to NSF, NBBPVI, and ANSI/NFPA requirements for water heaters.
- B. Conform to ASME Section VIII for manufacture of pressure vessels for heat exchangers.
- C. Conform to ASME Section VIII for tanks.
- D. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.
- E. Wetted surfaces of brass and bronze components shall contain <0.25% weighted average lead content (lead free) as defined by NSF/ANSI Standards 61 and 372.

1.06 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver, store, protect and handle products to site under provisions of Architectural Specification Sections.
- B. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

1.07 WARRANTY

- A. In-Line Circulator Pumps: Provide a three-year manufacturer warranty.

1.08 MAINTENANCE PRODUCTS

1.09 EXTRA MATERIALS

- A. Provide two pump seals.

PART 2 PRODUCTS

2.01 IN-LINE CIRCULATOR PUMP

- A. Manufacturer:
 - 1. B & G
 - 2. Taco
 - 3. Grundfos
 - 4. Engineer pre-approved equal.
- B. Performance: See schedule on drawings.
- C. Casing: Bronze, rated for 125 psig working pressure.
- D. Impeller: Bronze or stainless steel.

- E. Shaft: Alloy steel with integral thrust collar and two oil lubricated bronze sleeve bearings.
- F. Seal: Carbon rotating against a stationary ceramic seat.
- G. Drive: Flexible coupling.

PART 3 EXECUTION

3.01 PUMP INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide line sized isolating valve and strainer on suction.
- C. Provide line sized soft-seated check valve on discharge.
- D. Support piping adjacent to pump such that no weight is carried on pump casings.
- E. Ensure pumps operate at specified system fluid temperatures without vapor binding and cavitation, are non-overloading in parallel or individual operation and operate within 25% of midpoint of published maximum efficiency curve.

END OF SECTION

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**SECTION 26 0050
BASIC ELECTRICAL REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Basic Electrical Requirements specifically applicable to Electrical Division Specification Sections.
- B. Division 26 Specification requirements also include, by reference, all Division 00 and 01 specification sections. This contractor is responsible to review these specification sections. Requirements of these specification sections are included as a part of this contract.

1.02 OWNER OCCUPANCY

- A. The owner will occupy the premises during the construction period.
- B. Limit use of site and premises to allow owner occupancy.
- C. Cooperate with the owner to minimize conflict and to facilitate owner's operations.
- D. Schedule the work to accommodate this requirement.

1.03 REGULATORY REQUIREMENTS

- A. This contractor shall give proper authorities all requisite notices relating to work in their charge, obtain official permits, licenses for temporary construction and pay proper fees for it.
- B. This contractor is to be solely answerable for and shall promptly make good all damage, injury or delay to other contractors, to neighboring premises or to persons or property of the public by themselves, by their employees or through any operation under their charge, whether in the contract or extra work.
- C. No attempt has been made to reproduce in these specifications any of the rules or regulations contained in city, state or federal ordinances and codes pertaining to the work covered by these specifications that the contractor be thoroughly familiar with all such ordinances and codes.
- D. The fact that said various rules, regulations and ordinances are not repeated in this specification does not relieve the contractor of the responsibility of making the entire installation in accordance with the requirement of those authorities having jurisdiction.
- E. All work shall comply with the applicable recommendations of:
 - 1. The National Board of Fire Underwriters
 - 2. The ANSI-NFPA 70 National Electrical Code
 - 3. The National Fire Protection Association (NFPA)
 - 4. The Occupations Safety and Health Act (OSHA)
 - 5. IBC Building Code (current)
 - 6. Fire Protection: Conform to International Fire Code (IFC) and NFPA.
 - 7. International Energy Conservation Code (IECC)
- F. Obtain permits and request inspections from authority having jurisdiction.
- G. Conform to latest approved versions of codes.

1.04 PROJECT/SITE CONDITIONS

- A. Install work in locations shown on drawings unless prevented by project conditions.
- B. Prepare drawings showing proposed rearrangement of work to meet project conditions, including changes to work specified in other sections. Obtain permission of owner and architect/engineer before proceeding.

- C. This contractor, before submitting their bid, shall visit the site of the project to familiarize themselves with locations and conditions affecting their work.
- D. It is the intent of this specification that the contractor furnish all labor and material required to complete the installation as outlined in the drawings and specifications. No additions to the contract price will be allowed due to the failure of this contractor to properly evaluate the effect of existing conditions on the work to be done under this contract.
- E. Whenever renovation or remodeling or relocation of existing equipment is included in the contract, it is imperative that all locations of existing wiring conduits, electrical panels, equipment, services and grades be noted on the job site before bid is submitted and that all elevations and grades be verified before roughing in new work.
- F. This contractor shall provide, as necessary, for the installation of their work and in accordance with materials other than the structure.

1.05 SEQUENCING AND SCHEDULING

- A. This contractor shall arrange their work in order that it progresses along with the general construction of the building.
- B. This contractor shall be kept informed as to the work of other trades engaged in the project and shall execute their work in such a manner so as not to delay or interfere with progress of other contractors.
- C. Where space for mechanical and electrical lines and piping is limited, it is imperative that all such trades coordinate their work so as to ensure concealment in space provided. Where conflict exists, the engineer shall decide priority of space. If work is not properly coordinated, the engineer may require removal and relocation of work without additional compensation.

1.06 GUARANTEE

- A. This contractor shall guarantee all of the apparatus, materials, equipment furnished, and labor installed under this contract for a period of one year after date of final acceptance, unless a longer period is specified.
- B. Neither final certificate of payment nor any provisions in the contract documents nor partial or complete occupancy of premises by owner shall constitute an acceptance for work not done in accordance with contract documents or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- C. Should any defects arise as the result of defective workmanship or material within the guarantee period set forth, this contractor shall make the necessary correction at their own expense.

1.07 ENGINEER APPROVED EQUAL PRODUCTS

- A. When the engineer, at the request of the interested parties, including the contractor, supplier and manufacturer approved "engineer approved equal" products for this project, such products are approved on the assumption that they will equal or exceed the performance of the products specified.
- B. If such products do not do so after being installed on this project, this contractor shall replace or modify the particular product as necessary to equal the performance of the products specified at no expense to the owner, architect or engineer.
- C. Request for "engineer approved equal" products shall be received by the architect/engineer prior to the last addendum being issued. Requests for substitutions received after this date will not be considered. Substitution requests shall clearly state which products are being considered for substitution. Substitution requests shall

include all pertinent product information needed to evaluate the substitution as an "equal".

- D. Similar products shall be all of the same manufacturers and style. There is no exception to this unless prior approval has been granted from engineer.

1.08 OWNER'S RIGHT OF SALVAGE

- A. Before beginning construction, the contractor shall check and verify with the owner each item of existing equipment that must be removed.
- B. The owner will designate which items of material or equipment not reused that they may wish to keep. The contractor shall then remove these items with care and store in a location designated by the owner for the owner's disposal.
- C. All other items of equipment to be removed and not specified for reuse in new construction or reserved by the owner for their use shall become the property of the contractor and shall be removed from the site.

1.09 PROTECTION AND MAINTENANCE

- A. The work covered by these drawings and specifications may involve work in both new and remodeled areas of the building.
- B. Where necessary to connect to any existing utility service, this electrical contractor shall contact the owner and shall coordinate any building service connection with the owner so that normal operation to the building is disrupted as little as possible.
- C. Any work to be done in existing structures shall be coordinated with the owner and arrangements made so that traffic flow may be maintained and areas finished where possible before other areas are begun.
- D. This contractor shall protect existing equipment in finished areas from dirt, dust and damage as a result of their work.
- E. Coordinate protection requirements with department heads before beginning construction.
- F. Protect any building openings from unauthorized entry. Coordinate with owner where building entry must be controlled.

1.10 DEMOLITION

- A. This contractor shall be responsible for the demolition and removal of all existing electrical elements within the project area except as follows:
 - 1. Elements shown on the drawings as "existing to remain and/or to be reused".
 - 2. Elements serving adjacent areas.
 - 3. Elements required for the support of the newly remodeled areas.
 - 4. All elements to be removed are subject to the Owner's Right of Salvage.
- B. Preserve services to the existing facility. Extend/reroute/reconnect the existing systems as required providing for the continued function of these systems.

1.11 CUTTING AND PATCHING

- A. This contractor shall do all cutting and patching necessary for the installation of his work in all existing and new buildings unless otherwise noted.
- B. In areas where the integrity of new or existing fire separation assembly/wall is compromised by the work, this contractor shall be responsible to patch and/or seal openings as necessary to maintain and/or return fire separation to rating as required by applicable codes.
- C. This contractor shall do all cutting and patching required for his work beyond the remodeled areas unless otherwise noted. All finish work shall include patching to match existing adjacent surfaces. Painting shall be by others.

1.12 CLEANING AND RUBBISH

- A. This contractor, upon completion of their work, shall remove all rubbish and debris resulting from their operation and shall remove it from site at their own expense.
- B. As far as their work is concerned, all equipment shall be cleaned and the premises left in first class condition.

1.13 SEALING AND PENETRATION

- A. Clearance around the piping passing through fire or smoke rated construction shall be sealed to maintain the rated integrity of the construction (1 hr. 2 hrs. etc.). One and two-hour rated assemblies are to be patched on both sides of the assembly.
- B. This contractor shall verify rating and location of all such construction with the architectural drawings and seal all penetrations.
- C. Manufacturer offering products to comply with the requirements include the following:
 - 1. Dow Corning "Silicone RTV Foam"
 - 2. 3-M Corporation "Fire Barrier Caulk and Putty"
 - 3. Thomas & Betts "Flame Safe Fire Stop System"
 - 4. Or engineer pre-approved equivalent.
- D. Installation of these products are to be in strict accordance with the manufacturer's recommendations.
- E. This contractor shall submit shop drawings showing approved sealing assemblies to be utilized on this project.

1.14 ELECTRICAL CONNECTIONS

- A. This contractor shall mount and wire all magnetic starters, thermal protective switches, and speed changing switches furnished under the mechanical contract and install such starters and switches and wire them to their respective motors as a part of the electrical contract.
- B. All other magnetic starter switches, safety switches and speed control devices indicated on the electrical drawings or specifications are the responsibility of the electrical contractor to furnish and install.
- C. Unless specifically stated elsewhere, the wiring of the temperature control system shall be the responsibility of the mechanical contractor.
- D. The contractor shall provide line voltage power and rough-in for Fire Alarm system. Coordinate required line voltage and installation locations prior to bid.

1.15 HAZARDOUS MATERIALS

- A. If the contractor stores any hazardous solvents or other materials on the site, they shall obtain copies of the safety data sheets for the materials and post them at the site. The contractor shall inform the owner and all employed of any potential exposure to this material.
- B. At no time shall any product containing asbestos be incorporated into the work.
 - 1. If asbestos materials are encountered, report to the owner. The owner will be responsible for asbestos removal.

1.16 AS-BUILT DRAWINGS

- A. This electrical contractor shall provide (at the conclusion of the project) one clean, non-torn, neat and legible "as-built" set of drawings to the owner. These drawings shall show the routing of conduit, wiring and equipment drawn in at scaled locations. All circuits shall be labeled and shall conform to labeled panel breakers. All dimensions indicated shall be referenced to a column line. A set of construction drawings will be furnished for this work.

- B. All electrical panels and electrical installed equipment shall be shown on the "as-built" drawings.
- C. Refer to General Specification Sections for additional requirements.
- D. This contractor shall update these drawings during the project at least once a week.

1.17 ALTERNATES

- A. Refer to description of alternate bids under General Specification Sections.

1.18 REVIEW OF MATERIALS

- A. This contractor shall submit to the engineer for review one (1) electronic copy giving a complete list of materials, fixtures, devices and panels they propose to furnish. The brochure shall contain complete information as to the make of equipment, type, size, capacities, dimensions, and illustration. One of the returned copies shall be kept on the job at all times.
- B. Checking of submittal drawings by the engineer does not relieve the contractor of the responsibility for the accuracy of such drawings and for their conformity to drawings and specifications unless the contractor notifies engineer, in writing, of such deviation at time such drawings are furnished.
- C. All submittals shall have the date marked on them when the contractor receives them from the supplier. Submittals shall be submitted through the contractor and shall not come direct from the supplier to the architect or engineer.
- D. This contractor shall mark the date and sign each set. This indicates that each of them have been checked in their entirety before submitting to the engineer. Submittals that are not dated and signed by the contractor will not be accepted or checked and will be marked "resubmit" and sent back to the contractor.

1.19 TEST OF SYSTEMS

- A. This contractor shall, before concealed, test all systems installed under this contract as called for in these specifications and as required by local codes. Tests shall be made in the presence of the engineer, local authorities or their duly authorized representative. Any defects discovered in testing shall be corrected and the tests repeated until all defects are eliminated.
- B. This contractor shall be held responsible for all damage resulting from defects in the system.
- C. Each individual feeder circuit shall be tested at the panel and in testing for insulation resistance to ground; the power equipment shall be connected for proper operation. In no case shall the insulation resistance to ground be less than that required by the National Electrical Code (NEC).

1.20 SCOPE OF WORK

- A. All work shall be performed by a well-qualified, licensed electrician with a thorough knowledge of the various systems involved in this building. It shall be this contractor's responsibility to see that their employees are familiar with all the various codes and tests applicable to this work.
- B. All equipment shall be new and of the type specified by the engineer unless otherwise noted in these specifications or on the drawings to remain and or be reused.
- C. The intent of the specifications and drawings is for complete installation of the systems outlined in the specifications and drawings so that at the conclusion of construction the system will be turned over to the owner complete and ready for safe and efficient operation. The specifications and drawings cannot deal individually with the many minute items that may be eventually required by the nature of the systems.

- D. This contractor is required to furnish and install all such items normally included on systems of this type, which, while not mentioned directly herein or on the drawings are obviously essential to the installation and operation of the system and which are normally furnished on quality installation of this type.
- E. If there is a discrepancy between the drawings and the specifications or within either document, the more stringent requirement shall be estimated unless brought to the engineer's attention and an addendum is issued for clarification.

1.21 DAILY HOUSEKEEPING AND CLEANING

- A. At the end of each workday, the contractor shall remove all of their debris, rubbish, tools, and surplus materials from the project work area. The work area shall be broom cleaned and left in a neat and orderly condition. The contractor shall not use the owner's waste disposal facility for the removal of debris from the project.

1.22 WALL CONTINUITY (1 HR.)

- A. All items mounted in 1 hr. rated walls requiring an opening larger than a four inch (4") square (16 sq. inches) require the 1 hr. rating not be degraded.
- B. Any branch panel in a 1 hr. wall will require the exterior of the recessed panel be covered with 5/8 inch fire rated gypsum board. This is true for any device requiring more than a 16 sq. inch opening.

PART 2 PRODUCTS

2.01 NOT USED

PART 3 EXECUTION

3.01 NOT USED

END OF SECTION

**SECTION 26 0090
MINOR ELECTRICAL DEMOLITION FOR REMODELING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The requirements of the Contract Forms, the Conditions of the Contract, Division 1 - General Requirements and Specification Section 26 0050 - Basic Electrical Requirements "General Provisions" apply to this section.

1.02 SCOPE

- A. This contractor shall be responsible for the demolition and removal of all existing electrical elements within the project area except as follows:
 - 1. Elements shown on the drawings as "existing to remain and/or to be relocated".
 - 2. Elements serving adjacent areas.
 - 3. Elements required for the support of the newly remodeled areas.
- B. Preserve services to the existing facility. Extend, reroute, and reconnect existing systems as required providing for the continued function of these systems.
- C. Demolition shall be accomplished by the proper tools and equipment for the work to be removed. Personnel shall be qualified in the type of work to be performed.
- D. This electrical contractor shall remove all abandoned equipment, conduit, supports, equipment curbs and bases associated with the remodeled area unless noted otherwise.
- E. This contractor is responsible to provide temporary electrical protection during this project.

1.03 MATERIALS

- A. All elements to be removed are subject to the Owner's Right of Salvage.
- B. All materials removed shall be the property of the removing contractor and shall be removed from the site by them, unless otherwise specified.
- C. The owner may designate and have salvage rights to any material herein demolished by this contractor. It will be the owner's responsibility to designate such salvageable items and remove them prior to the contractor working in that area.

1.04 WORK BY OTHERS

- A. Unless specifically noted under other contracts, the electrical contractor shall assume they will perform all required work. In general, the following will be performed by others:
 - 1. The mechanical contractor shall be responsible for the cutting and capping of all existing gas, water, sewer, and any other utility service.

1.05 EXISTING CONDITIONS

- A. If any existing fixtures or devices that are to remain are disturbed by operations under this contract, the contractor is required to re-establish continuity of such systems.
- B. The electrical contractor shall repair and patch all construction with material necessary to match surrounding due to removal of equipment and conduit.
- C. The electrical contractor shall furnish all required labor and material, where required, to extend new work to connect to similar work for extension of existing systems.
- D. This Contractor is responsible for all costs incurred in repair, relocations, or replacement of any cables, conduits, or other services if damaged without proper investigation.

PART 2 PRODUCTS

2.01 NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify field-circuiting arrangements and reconnect as necessary.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities. Reconnect circuits, as required, to prevent de-energizing of remaining receptacles and lights.
- C. Demolition drawings are based on casual field observation and existing record documents. Report discrepancies to the owner before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing conditions.
- E. Review existing panels to remain in the area of construction. Notify the design team of any damaged circuit breakers or missing closure plates.

3.02 PREPARATION

- A. 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 qualified for such operations. This shall include 600 volt or less systems and low voltage signal circuits.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Demolish and extend existing electrical work under provisions of this section.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors and patch surfaces.
- E. Repair adjacent construction and finishes damaged during demolition and extension work.
- F. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- G. Extend existing installation using materials and methods compatible with existing electrical installations or as specified.

3.04 CLEANING AND REPAIR

- A. Clean and repair existing materials that remain or are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Provide typed circuit directory showing revised circuiting arrangement.

3.05 INSTALLATION

- A. Install relocated materials and equipment.

END OF SECTION

**SECTION 26 0519
ELECTRICAL POWER CONDUCTORS AND CABLES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building wire
- B. Wiring connectors

1.02 RELATED SECTIONS

- A. Specification Section 26 0553 - Identification for Electrical Systems

1.03 REFERENCES

- A. NECA Standard of Installation (National Electrical Contractors Association)
- B. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association)
- C. NFPA 70 - National Electrical Code
- D. Product Data: Provide for each cable assembly type.
- E. Test Reports: Indicate procedures and values obtained.
- F. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

1.04 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section.

1.05 REGULATORY REQUIREMENTS

- A. Conform to NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

1.06 PROJECT CONDITIONS

- A. Verify that field measurements are as indicated.
- B. Wire and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10 foot of length shown.

1.07 COORDINATION

- A. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

PART 2 PRODUCTS

2.01 BUILDING WIRE

- A. Manufacturers:
 - 1. Okanite
 - 2. Bell/Hubbell #BICC
 - 3. American Insulated Wire
 - 4. General Cable
 - 5. Southwire
 - 6. United Copper Industries
 - 7. Encore Wire Corporation
 - 8. Engineer approved equal.
- B. Description: Insulated conductor wire.

1. All wire shall be stranded. Refer to Section 26 0553 Identification for Electrical Systems for conductor color requirements.
 2. Provide solid wire pigtails at all wiring devices and lighting control devices.
- C. Conductor:
1. Copper
- D. Insulation Voltage Rating: 600 volts.
- E. Insulation: NFPA 70, type #THHN/THWN-2. All cable installation procedures or sizing shall be based on 75 deg C temperature rating.

2.02 WIRING CONNECTORS

- A. Split Bolt Connectors:
1. Burndy
 2. Engineer approved equal.
- B. Spring Wire Connectors:
1. Thomas & Betts
 2. Engineer approved equal.
- C. Compression Connectors:
1. Burndy
 2. Thomas & Betts
 3. Engineer approved equal.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that mechanical work likely to damage wire and cable has been completed.
- B. Verify that raceway installation is complete and supported.

3.02 PREPARATION

- A. Completely and thoroughly swab raceway over two inch (2") in size or buried below grade before installing wire.

3.03 WIRING METHODS

- A. Exterior Locations: Use only building wire, type #THHN/THWN-2 insulation, in raceway. Use liquid-tight wiring methods. Use liquid-tight connections.
- B. Underground Installations: Use only building wire, type #THHN/THWN-2 insulation, in raceway. Use liquid-tight wiring methods.
- C. Interior Installations: Use only building wire, type #THHN/THWN-2 insulation, in raceway.
- D. Use wiring methods indicated.

3.04 INSTALLATION

- A. Route wire and cable as required meeting project conditions.
- B. Install cable in accordance with the NECA "Standard of Installation."
- C. Use stranded conductors for feeders and branch circuits larger than 12 AWG.
- D. Use #10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- E. Use #10 AWG conductors for 20 ampere, 208/240 volt branch circuits longer than 200 feet.
- F. It shall be the responsibility of the electrical contractor to verify all voltage drop and size all wire accordingly.
- G. Pull all conductors into raceway at same time.

- H. Protect exposed cable from damage.
- I. Use suitable cable fittings and connectors.
- J. Neatly train and lace wiring inside boxes, equipment and panel boards.
- K. Clean conductor surfaces before installing lugs and connectors.
- L. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- M. Use suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.
- N. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, #8 AWG and smaller.
- O. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, #10 AWG and smaller. All connections in exterior hand holes shall have liquidtight connections.
- P. Identify and color code wire and cable under provisions of Specification Section 26 0553 - Identification for Electrical Systems. Identify each conductor with its circuit number or other designation indicated.
- Q. Do not install multi-wire branch circuits. No sharing of neutral shall be permitted.
- R. Install all conductors and make final connections in accordance with all manufacturer's recommendations.
- S. Circuits indicated as 3-pole and having ECM motor loads shall include a neutral conductor.

3.05 FIELD QUALITY CONTROL

- A. Perform field inspection and testing.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- D. Verify continuity of each branch circuit conductor.

END OF SECTION

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**SECTION 26 0529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Product requirements
- B. Formed steel channel

1.02 REFERENCES

- A. NECA Standard of Installation (National Electrical Contractors Association)
- B. NFPA 70 - National Electrical Code

1.03 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 PRODUCT REQUIREMENTS

- A. Materials and Finishes:
 - 1. Corrosion resistant.
 - 2. Select materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Anchors and Fasteners:
 - 1. Concrete Structural Elements: Use expansion anchors and preset inserts.
 - 2. Steel Structural Elements: Use beam clamps and welded fasteners.
 - 3. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
 - 4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts and hollow wall fasteners.
 - 5. Solid Masonry Walls: Use expansion anchors and preset inserts.
 - 6. Sheet Metal: Use sheet metal screws.
 - 7. Wood Elements: Use wood screws.

2.02 FORMED STEEL CHANNEL

- A. Manufacturers:
 - 1. Globe Strut
 - 2. Uni-Strut
 - 3. Kindorf
 - 4. Power-Strut
 - 5. Erico
 - 6. Engineer approved equal.
- B. Description: Galvanized steel.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions and utility company regulations where applicable.
- B. Provide anchors, fasteners and supports in accordance with NECA "Standard of Installation".
 - 1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
 - 2. Do not use spring steel clips and clamps.

3. Do not use powder-actuated anchors.
 4. Do not drill or cut structural members.
- C. Fabricate supports from structural steel or formed steel members or steel channel. Rigidly weld members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
 - D. Install surface-mounted cabinets and panelboards with minimum of four anchors.
 - E. Use steel channel supports to stand cabinets and panelboards one inch (1") off wall in all wet and damp locations.
 - F. All pathways and hangers shall be independently hung.

END OF SECTION

**SECTION 26 0533
RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Conduit requirements
- B. Conduit types
- C. Box types

1.02 REFERENCES

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated
- B. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated
- C. ANSI C80.5 - Rigid Aluminum Conduit
- D. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies
- E. ANSI/NFPA 70 - National Electrical Code
- F. NEMA 250 - Enclosures for Electric Equipment
- G. NEMA WD 6 - Wiring Device Configurations
- H. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit
- I. NECA (National Electrical Contractor's Association) Standard of Installation
- J. NEMA WD 6 - Wiring Device Configurations

1.03 PROJECT RECORD DOCUMENTS

- A. Accurately record actual routing of conduits larger than two inches.
- B. Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

1.04 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.05 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to the site.
- B. Accept products on site. Inspect for damage.
- C. Protect products from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

1.07 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on the drawings.
- B. Verify routing and termination locations of conduit prior to rough in.
- C. Conduit routing is shown on the drawings in approximate locations unless dimensioned. Route as required completing the wiring system.

PART 2 PRODUCTS

2.01 CONDUIT REQUIREMENTS

- A. Minimum Size: 1/2 inch for power wiring and 1 inch for low voltage wiring unless noted otherwise.
- B. Size conduit per ANSI/NFPA 70.
- C. Wet and Damp Locations:
 - 1. Use rigid steel conduit and intermediate metal conduit.
- D. Dry Locations:
 - 1. Concealed: Use rigid steel conduit, intermediate metal conduit or electrical metallic tubing.
 - 2. Exposed: Use rigid steel conduit, intermediate metal conduit or electrical metallic tubing.

2.02 CONDUIT TYPES

- A. Metal Conduit:
 - 1. Rigid Steel Conduit: ANSI C80.1
 - 2. Rigid Aluminum Conduit: ANSI C80.5
 - 3. Intermediate Metal Conduit (IMC): Rigid steel
 - 4. Fittings and Conduit Bodies: ANSI/NEMA FB 1; material to match conduit.
- B. Flexible Metal Conduit:
 - 1. Description: Interlocked steel construction.
 - 2. Fittings: ANSI/NEMA FB 1.
- C. Liquidtight Flexible Metal Conduit:
 - 1. Description: Interlocked steel construction with PVC jacket.
 - 2. Fittings: ANSI/NEMA FB 1.
- D. Electrical Metallic Tubing (EMT):
 - 1. Description: ANSI C80.3; galvanized tubing.
 - 2. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel setscrew fittings. Install compression type fittings in all wet and damp areas.
- E. Fittings and Conduit Bodies:
 - 1. NEMA TC 3
 - 2. Install offsets at surface boxes.
 - 3. Install single hole strap connectors on all exposed conduit one inch (1") and smaller.

2.03 BOX TYPES

- A. General Requirements:
 - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 - 3. Provide a low voltage partition divider plate for applications where low voltage and line voltage circuits share the same outlet box.
- B. Outlet Boxes:
 - 1. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized steel.
 - a. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported. Include 1/2 inch male fixture studs where required.
 - b. Concrete Ceiling Boxes: Concrete Type.
 - 2. Sheet Metal Communications Boxes: ANSI/NEMA OS 1, galvanized steel. Minimum of 4-11/16 inch square with a depth of 2-1/8 inch.
 - a. Refer to the drawings for plaster ring size/opening.

- C. Pull and Junction Boxes:
 - 1. Sheet Metal Boxes: NEMA OS 1 galvanized steel.
 - 2. Surface Mounted Cast Metal Box: NEMA 250, type #4 and #6, flat-flanged, surface mounted junction box:
 - a. Material: Galvanized cast iron.
 - 3. Cover: Furnish with ground flange, neoprene gasket and stainless steel cover screws.

PART 3 EXECUTION

3.01 CONDUIT INSTALLATION

- A. Install conduit in accordance with NECA "Standard of Installation."
- B. Arrange supports to prevent misalignment during wiring installation.
- C. Support conduit using coated steel, malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- D. Group related conduit support using conduit rack. Construct rack using steel channel and provide space on each for 25% additional conduits.
- E. Fasten conduit supports to building structure and surfaces.
- F. Do not support conduit with perforated pipe straps. Remove wire used for temporary supports.
- G. Do not use spring steel clips and clamps for support.
- H. Do not attach conduit to ceiling support wires.
- I. Arrange conduit to maintain headroom and present neat appearance.
- J. Route exposed conduit parallel and perpendicular to walls.
- K. Route conduit installed above accessible ceilings, parallel and perpendicular to walls.
- L. Maintain adequate clearance between conduit and piping.
- M. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degree F.
- N. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- O. Bring conduit to shoulder of fittings; fasten securely.
- P. Use conduit hubs to fasten conduit to cast boxes.
- Q. A run of conduit shall not contain more than the equivalent of four (4) quarter bends (360 degrees), including those bends located immediately at the outlet or body. Use conduit bodies to make sharp changes in direction (as around beams). Use hydraulic one-shot bender to fabricate bends in metal conduit larger than two inch (2") size. All conduit shall be held right to structure.
- R. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- S. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
- T. Provide suitable pull string in each empty conduit except sleeves and nipples.
- U. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- V. Ground and bond all conduits.
- W. Identify conduit.
- X. Junction boxes shall not be installed over four foot (4') above accessible ceiling without prior written approval by owner.

- Y. No continuous section of conduit may exceed 100 feet. Utilize pull boxes as necessary. Refer to the pull box execution section for more information.
- Z. All wiring in the same conduit shall be from the same source and have the same voltage except where approved by the owner.

3.02 BOX INSTALLATION

- A. Install boxes in accordance with NECA "Standard of Installation."
- B. Install electrical boxes in locations as shown on the drawings and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- C. Set wall mounted boxes at elevations to accommodate mounting heights as indicated.
- D. Electrical boxes are shown on the drawings in approximate locations unless dimensioned. Adjust box location up to ten foot (10') if required to accommodate intended purpose. Verify with architectural drawings and elevations for additional information.
- E. Orient boxes to accommodate wiring device orientation.
- F. Maintain headroom and present neat mechanical appearance.
- G. Fire-stop boxes to preserve fire resistance rating of partitions and other elements. Boxes may be installed within a minimum of 24 inch separation with written approval prior to installation.
- H. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- I. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- J. Do not fasten boxes to ceiling support wires.
- K. Support boxes independently of conduit.
- L. Use gang box where more than one device is mounted together. Do not use sectional box.
- M. Use gang box with plaster ring for single device outlets.
- N. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- O. Large Pull Boxes: Use set screw enclosure in interior dry locations, surface-mounted cast metal box in other locations.

3.03 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit using materials and method to preserve fire resistance rating of partitions and other elements.
- B. Piping and Ductwork: Route conduits through roof openings or through suitable roof jack with pitch pocket. Coordinate location with roofing installation specified.
- C. Coordinate installation of outlet and junction boxes for equipment connection.

3.04 ADJUSTING

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

3.05 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

END OF SECTION

**SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Labels
- B. Wire markers
- C. Identification

1.02 REFERENCES

- A. NFPA 70 - National Electrical Code
- B. NFPA 70E - Standard for Electrical Safety in the Workplace

1.03 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 LABELS

- A. Labels: Embossed adhesive tape with 3/16 inch white letters on black background. Use only for identification of individual wall switches and receptacles, control device stations, and communication outlets.

2.02 WIRE MARKERS

- A. Description: Tape feeders to indicate phases.
- B. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
- C. Legend:
 - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated.
 - 2. Control Circuits: Control wire number indicated on schematic and interconnection diagrams.

2.03 IDENTIFICATION

- A. Identify All Junction Boxes With Appropriate Marker As Follows:
 - 1. 480 Volt System: Orange (circuit name and number)
 - 2. 208 Volt System: Black (circuit name and number)
- B. Write the circuit number of each device inside the device box (not ON the device cover). All receptacles and light switches (new and existing) shall have the final circuit number installed on each device cover with a nylon label. Coordinate exact requirements with the owner prior to installation.
- C. Write the panel and circuit number for each device inside the device box with permanent marker.

PART 3 EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION

- A. Install label parallel to equipment lines.

- B. Update existing circuit directory at existing panels based on equipment installed as part of this project.

END OF SECTION

**SECTION 26 2816
ENCLOSED STARTERS AND SWITCHES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Safety switches

1.02 RELATED REQUIREMENTS

- A. Specification Section 26 0529 - Hangers and Supports for Electrical Systems
- B. Specification Section 26 0553 - Identification for Electrical Systems

1.03 REFERENCE STANDARDS

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association
- B. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum); National Electrical Manufacturers Association
- C. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association
- D. NFPA 70 - National Electrical Code; National Fire Protection Association
- E. NECA - Standard of Installation (published by the National Electrical Contractors Association)

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide switch ratings and enclosure dimensions.
- C. Project Record Documents: Record actual locations of enclosed switches.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section and with service facilities within 100 miles of Project.
- C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 SAFETY SWITCHES

- A. Manufacturers
 - 1. Square D
 - 2. General Electric
 - 3. Eaton
 - 4. Siemens
 - 5. Engineer approved equal.
- B. Heavy duty safety switches shall be used for all motor loads over 1 HP and all non-motor loads 20 amps and greater.
 - 1. Fusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
 - a. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
 - b. Handle lockable in OFF position.

- c. Fuse clips: Designed to accommodate NEMA FU1, Class R fuses, with rejection clips designed to permit installation of Class R fuses only.
- d. Indicated as a disconnect switch with a "F" on the drawings.
- 2. Nonfusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
 - a. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
 - b. Handle lockable in OFF position.
- 3. Enclosures: NEMA KS 1.
 - a. Interior Dry Locations: Type 1 .
 - b. Exterior Locations: Type 3R.
 - c. Enclosures shall be provided with a method of opening the cover without opening the switch.
- 4. Enclosure shall include a grounding bar.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with NECA "Standard of Installation."
- B. Install in accordance with manufacturer's instructions.
- C. Install plumb and provide in accordance with Specification Section 26 0529 - Hangers and Supports for Electrical Systems.
- D. Height to be five foot (5') to operating handle.
- E. Install fuses in fusible disconnect switches. Fuses shall not be installed until equipment is ready to be energized.
- F. Provide one set of spare fuses of each size and type.
- G. Provide adhesive label with white letters on black background for associated equipment.
- H. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

3.02 FIELD QUALITY CONTROL

- A. Perform field inspection in accordance with Section 01 4000.
- B. Inspect and test in accordance with NETA STD ATS, except Section 4.
- C. Perform inspections and tests listed in NETA STD ATS, Section 7.5.1.2.

END OF SECTION