

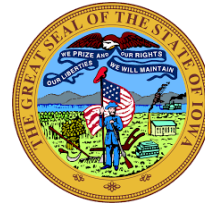
# PROJECT MANUAL

**PROJECT NAME:**

## DAS CC Capitol North and South Stairs Repair

**PROJECT ADDRESS:**

Iowa State Capitol  
1007 E Grand Avenue  
Des Moines, IA, 50319



**PROJECT DATE:**

April 05, 2024

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**OWNER:**

Iowa Department of Administrative Services  
General Services Enterprise – Design & Construction Bureau  
109 Southeast 13<sup>th</sup> Street  
Des Moines, Iowa 50319



**OWNER PROJECT NUMBER:** 9305.00

**OWNER REQUEST FOR BID NUMBER:** RFB #930500-02

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**CONSTRUCTION MANAGER:**

The Samuels Group  
2929 Westown Parkway  
Suite 200  
West Des Moines, IA  
50266



Design  
Construct  
Furnish

**CONSTRUCTION MANAGER PROJECT NUMBER:** 7448

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**ARCHITECT:**

OPN Architects  
100 Court Avenue  
Des Moines, IA 50309



**ARCHITECT PROJECT NUMBER:** 19802015

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**SECTION 00 01 07 - SEALS PAGE**

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**ARCHITECT OF RECORD**  
**OPN Architects, INC.**

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

Richard S. Seely, AIA

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Signature

Registration expires 6/30/2025

Iowa Reg No. 2981

Pages or sheets covered by this seal: all Architectural and Landscape Architectural Sheets listed in 00 0115 List of Drawing Sheets.

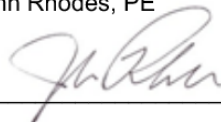
Divisions: all Architectural Sections listed in the specifications document

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**ARCHITECT OF RECORD**  
**Raker Rhodes Engineering LLC**

I hereby certify this engineering document was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

John Rhodes, PE



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Signature

Registration expires 12/31/2024

Iowa Reg No. 922600

Pages or sheets covered by this seal: all Structural Notes listed in 00 0115 List of Drawing Sheets.

Divisions: all Structural Sections listed in the specifications document

**END OF SECTION**

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**DRAWINGS**

<b>1.01</b>	<b>SHEET</b>	<b>TITLE</b>
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	B. A000	Site Access & General Drawing Information
	C. AD100	Demolition Floor Plans – North & South Stairs
	D. A100	Floor Plans – North & South Stairs
	E. A300	Section – North & South Stairs
	F. A400	Sidewalk Light Details & Interior Work

**END OF SECTION**

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**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**

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**SECTION 00 1113**

**NOTICE TO BIDDERS**

**RFB #930500-02**

The Iowa Department of Administrative Services will be receiving bids for the removal and resetting/replacement of the north and south granite stairs at the Iowa State Capitol, 1007 E Grand Avenue, Des Moines, Iowa 50319. The project also includes fluid applied waterproofing, plaster, sealants, skylight repairs, painting, concrete removal/replacement, and structural steel.

The Iowa Department of Administrative Services anticipates construction to begin on June 17, 2024 and end on November 14, 2024.

Bids must be received no later than **2:00 pm, Thursday, May 2nd, 2024**. Late bids will not be considered. Bids shall be submitted on [IMPACS Electronic Procurement System](#). The Bid shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

**Bid Opening**

The time and place of bid opening will be held at [meet.google.com/icg-ycom-yai](https://meet.google.com/icg-ycom-yai) and teleconference number 1-513-816-1115 Pin: 314 830 944# at 3:00 pm on Thursday, May 2, 2024.

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

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

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

Questions must be submitted by **10:00 am, May 23, 2024**, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by **10:00 am, May 23, 2024**, 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, April 18, 2024 at 10:00 am**, in Capitol Room 305, third floor under the NW dome at the Iowa State Capitol, 1007 E Grand Avenue, Des Moines, Iowa 50319. This meeting is not mandatory but is highly recommended.

Bidding Documents, including drawing sheets bearing the project name RFB# 930500-01 – 9305 DAS CC Capitol North and South Stairs Repair, Dated 02/09/24 and the Project Manual prepared by OPN Architects dated 02/09/24, may be obtained from Rapids Reproduction, Inc. by visiting [www.rapidsrepro.com](http://www.rapidsrepro.com) or by calling (515) 251-3222 on **Monday, April 15, 2024**.

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

**END OF SECTION**

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**SECTION 00 2113**  
**INSTRUCTIONS TO BIDDERS**  
**RFB #930500-02**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 PROJECT DESCRIPTION**

- A. Project Description: Removal and resetting/replacement of the north and south granite stairs at the Iowa State Capitol, 1007 E Grand Avenue, Des Moines, Iowa 50319. The project also includes, but is not limited to, fluid applied waterproofing, plaster, sealants, skylight repairs, painting, concrete removal/replacement, and structural steel.

**1.03 OWNER**

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

#### 1.04 STATE AGENCY REPRESENTATIVES AND CONTACTS

- A. PURCHASING AGENT: Michael Bradbury – Issuing Officer, State of Iowa, Department of Administrative Services, Hoover State Office Building, 3<sup>rd</sup> floor, 1305 East Walnut Street, Des Moines, IA 50319-0105, Phone: 515-823-9327; email: [construction.procurement@iowa.gov](mailto:construction.procurement@iowa.gov)
- B. OWNER REPRESENTATIVE: James Trower, State of Iowa, Department of Administrative Services, 109 SE 13<sup>th</sup> Street, Des Moines, IA 50319, Phone: 515-725-4150; email: [james.trower@iowa.gov](mailto:james.trower@iowa.gov)
- C. ON-SITE COORDINATOR: Mark Willemssen, Facilities Manager, 1007 E Grand Ave., Des Moines, IA 50319, Phone: 515-281-5119; email: [mark.willemssen@legis.iowa.gov](mailto:mark.willemssen@legis.iowa.gov)
- D. ON-SITE COORDINATOR: Zack Bunkers, Facilities Manager, 1007 E Grand Ave., Des Moines, IA 50319, Phone: 515-281-3512; email: [zachary.bunkers@legis.iowa.gov](mailto:zachary.bunkers@legis.iowa.gov)
- E. CONSTRUCTION MANAGER CONTACT: Jerry Dehnke, Project Manager, The Samuels Group, 2929 Westown Parkway, Suite 200, West Des Moines, IA 50266, Phone: 515-661-7142; email: [jdehnke@samuelsgroup.net](mailto:jdehnke@samuelsgroup.net)
- F. DESIGN PROFESSIONAL CONTACT: Scott Allen, OPN Architects, 100 Court Avenue, Des Moines, IA 50309, Phone: 515-309-6884; email: [sallen@opnarchitects.com](mailto:sallen@opnarchitects.com)
- G. DESIGN PROFESSIONAL CONTACT: Jimi Peters, OPN Architects, 100 Court Avenue, Des Moines, IA 50309, Phone: 515-309-6873; email: [jpeters@opnarchitects.com](mailto:jpeters@opnarchitects.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.
- B. **Submit all questions to the Purchasing Agent – Issuing Officer at email:**  
[construction.procurement@iowa.gov](mailto:construction.procurement@iowa.gov)

### **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 t

hat 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**



# 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).

<b>PRODUCER</b> Agent's Name Agent's Address	<b>CONTACT NAME:</b> Agent's Information <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
<b>INSURED</b> Trade Contractor's Name Trade Contractor's Mailing Address	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Company A (AM Best Rated A/VI or Better)</td> <td style="text-align: center;">Admitted</td> </tr> <tr> <td>INSURER B :</td> <td style="text-align: center;">Carriers</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Company A (AM Best Rated A/VI or Better)	Admitted	INSURER B :	Carriers	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Company A (AM Best Rated A/VI or Better)	Admitted														
INSURER B :	Carriers														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS <b>Minimum</b>
* A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X	X	#TBD- CGL	3/1/17	3/1/18	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> _____ \$ _____
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) \$ <b>1,000,000</b> BODILY INJURY (Per person) ~ amount varies based on paragraph 10.2.2 of the ConsensusDocs 802 contract BODILY INJURY (Per accident) _____ PROPERTY DAMAGE (Per accident) _____
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 \$ <b>10,000,000</b> AGGREGATE \$ _____
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right; text-align: right;"> <input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A           </div>	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 \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
* E	<b>Owners Contrators Protective Liability</b>			#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)

<b>CERTIFICATE HOLDER</b> Iowa Department of Administrative Services (DAS) 109 SE 13th Street Des Moines, IA 50319	<b>CANCELLATION</b> 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 <div style="text-align: center; border-top: 1px solid black; padding-top: 5px;">Signature</div>
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## 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** ?

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Show  [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	<input type="button" value="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 (Specification Section 00 4116).  
**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.

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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 – 05/03/24
- B. Anticipated Date of Commencement – 05/17/24
- C. Substantial Completion by – 11/14/24

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

ID	Task Name	Duration	Start	Finish	Predecessors
1	Bid Phase	15 days	Fri 4/12/24	Thu 5/2/24	
2	NOI	2 days	Fri 5/3/24	Mon 5/6/24	1
3	Contract Execution	10 days	Tue 5/7/24	Mon 5/20/24	2
4	Pre-con/Submittals	20 days	Tue 5/21/24	Mon 6/17/24	3
5	Material Procurement	60 days	Tue 6/18/24	Mon 9/9/24	4
6	Mobilize	1 day	Mon 6/17/24	Mon 6/17/24	5
7	Layout/Temp. Fence	4 days	Tue 6/18/24	Fri 6/21/24	6
8	North Stairs	103 days	Mon 6/24/24	Wed 11/13/24	7
9	South Stairs	103 days	Mon 6/24/24	Wed 11/13/24	7
10	Substantial Completion	1 day	Thu 11/14/24	Thu 11/14/24	8, 9
11	Punchlist/Close Out	21 days	Fri 11/15/24	Fri 12/13/24	10

**SECTION 00 3143**  
**PERMIT APPLICATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 PERMIT APPLICATION INFORMATION**

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

**1.03 LICENSES, PERMITS, AND RELATED INSPECTIONS**

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

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

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**SECTION 00 4116**

**BID FORM**

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

**RFB #930500-02**

BID FORM for CONSTRUCTION CONTRACT  
for  
Iowa State Capitol  
1007 E Grand Avenue, Des Moines, Iowa 50319  
Project 9305.00

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 **April 05, 2024**, and Addenda issued and acknowledged below as received and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies to perform all work to construct the project in strict accordance with the proposed Contract Documents, within the time and at the prices stated below. Prices are to cover all expenses incurred in performing the work required under the proposed Contract Documents, of which this bid is a part.

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

Number \_\_\_\_\_

Dated \_\_\_\_\_

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

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

BID PACKAGES:

BP 01

Description: Capitol Building North and South Stairs Repair Project

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

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

ALTERNATES:

ALT 01

Description: Remove Old and Install New Granite Treads (14 Treads) in lieu of Granite Dutchman (15)

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

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

UNIT PRICES:

UNIT 01

Description: Remove additional concrete walls and replace with normal weight concrete - Unit of measure per (1 CF) one cubic foot

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_). Unit of measure per (1 CF) one cubic foot of additional concrete work.

UNIT 02

Description: Remove additional masonry and replace with normal weight concrete - Unit of measure per (1 CF) one cubic foot

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_). Unit of measure per (1 CF) one cubic foot of additional concrete work.

UNIT 03

Description: Removal and replacement of lightweight concrete - Unit of measure per (1 CF) one cubic foot

---

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_). Unit of measure per (1 CF) one cubic  
foot of additional concrete work.

Bidder hereby certifies that:

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

Subcontractors:

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

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

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

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

Resident Bidder

Name of Resident Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent and Signatory of Resident Bidder

**OR:**

Nonresident Bidder

Name of Nonresident Bidder: \_\_\_\_\_

Name of State or Foreign Country of Nonresident Bidder: \_\_\_\_\_

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

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

---

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

By: \_\_\_\_\_  
Authorized Agent and Signatory of Nonresident Bidder

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

Legal Name of Firm: \_\_\_\_\_

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

Signature of Bidder: \_\_\_\_\_

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

Typed Name of Signatory: \_\_\_\_\_

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

Business Address:

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Iowa Contractor Registration Number: \_\_\_\_\_

Bidder Safety Manager Name: \_\_\_\_\_

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

**END OF SECTION**

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**SECTION 00 4116.01**

**NON-DISCRIMINATION CLAUSE**

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

**PART 1 - GENERAL**

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

**1.01 NONDISCRIMINATION CLAUSE**

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

terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized by the State of Iowa.

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

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 00 4116.02**

**TARGETED SMALL BUSINESS INFORMATION**

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

**PART 1 - GENERAL**

**1.01 TARGETED SMALL BUSINESS INFORMATION**

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

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

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

<b>CONTRACTOR</b>	<b>BID NO.</b>
<b>BID NO.</b>	<b>PAGE #</b>

(to be completed by bidder)

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

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

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

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

**SECTION 00 4313**

**BID SECURITY FORMS**

**PART 1 - GENERAL**

**1.01 BID SECURITY FORMS**

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

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**



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

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

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

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

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

---

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

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

1. If the Obligee shall accept the bid of the Constructor, the Constructor shall enter into an Agreement with the Obligee in accordance with the terms of such Bid.
2. Constructor shall procure such bond or bonds as are specified in the Contract Documents for the faithful performance of the Work and for the prompt payment of labor and materials furnished in the performance of the Work.
3. If the Constructor fails to enter such Agreement and give such bonds, the Constructor shall pay to the Obligee the difference between the amount of Constructor's bid and the amount of such agreement the Obligee in good faith executes with another Party to perform the Work covered by Constructor's Bid, not to exceed the Bond Sum stated above.
4. If the Constructor shall fulfill its obligation under Articles 1 through 3, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This Bond is entered into as of \_\_\_\_\_ (date)

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

BY: .....

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

Print Title: \_\_\_\_\_ (Attach Power of Attorney)

Witness: .....

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

Constructor: \_\_\_\_\_ (seal)

BY: .....

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

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

Witness: .....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: .....

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

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

(Attach Power of Attorney)

Witness: .....

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

By: .....

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

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

Witness: .....

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

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**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 261 PAYMENT BOND

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

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

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

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

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

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

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.

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

Witness: .....

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

**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: Iowa State Capitol, 1007 E Grand Avenue, Des Moines, Iowa 50319
- B. DAS Project #: 9305.00
- 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: James Trower, Iowa Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319
- E. Construction Manager: Jerry Dehnke, Samuels Group, 2929 Westown Pkwy., Suite 200, West Des Moines, IA 50266

**1.03 PROJECT SUMMARY**

- A. The project includes the removal and resetting/replacement of the north and south granite stairs at the Iowa State Capitol, 1007 E Grand Avenue, Des Moines, Iowa 50319. The project also includes, but is not limited to, fluid applied waterproofing, plaster, sealants, skylight repairs, painting, concrete removal/replacement, and structural steel.
- B. Target date to provide substantial completion is November 14, 2024.

**1.04 BID SCOPE SUMMARY**

- A. Scope Applicable to All Bid Packages:
  - 1. The Contractor's Work includes all labor, supervision, materials, equipment, services, supplies, tools, facilities, transportation, hoisting, storage, receiving, licenses, inspections, certifications, overhead, profit, or other items required or reasonably inferable to properly and timely perform and complete all work and services to be performed by the Contractor pursuant to this Agreement. Unless specifically stated otherwise, incidental work required to accomplish the work of this Bid Package shall be included in the bid. This would include, but not be limited to, temporary facilities, protection of the work, security of equipment, materials, and work in progress, etc. Contractor's Work shall be performed in accordance with the Drawings, Specification Divisions 00 and 01, and Specification sections applicable to each Contractor's scope.
  - 2. Contractor is responsible for all labor and equipment to unload, account for all material delivered, stock, and delivery for this scope of work. Storage and delivery of materials and equipment at the Site shall be permitted only to the extent approved in advance by the Construction Manager, and if anything so stored obstructs the progress of any portion

of the work, it shall be promptly removed or relocated by the Contractor without reimbursement.

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

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

- A. Work hours are from 7:00 AM to 4:00 PM, Monday through Friday unless arrangements are made in advance. Additional hours shall be coordinated with the State of Iowa and Construction Manager.
- B. No work is allowed on the following State Holidays without prior written approval. State Holidays: New Year's Day, Martin Luther King Day, Memorial Day, 4th of July, 5<sup>th</sup> of July, Labor Day, Veterans Day, Thanksgiving and day after Thanksgiving, and Christmas Day.

#### **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.
- D. Contractors shall park in public parking areas only or parking areas noted in the construction documents.

#### **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.
- D. Owner will occupy the Capitol Building during construction. Contractor shall remain in the construction area.

## 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. Contractors shall wear clothing appropriate for construction activities.
- Q. Contractors shall follow OSHA policies related to construction activities.
- R. The Contractor shall be responsible for review of the hazardous materials report attached in the appendix of the specifications.

## 1.09 BID PACKAGE INSTRUCTIONS

- A. **Bid Package #01** – Capitol Building North and South Stairs Repair Project: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
  - 1. All construction for RFB930500-02 Capitol North and South Stairs Repair Project.
  - 2. Includes all construction work on drawings A000, AD100, A100, A300, and A400.
  - 3. Includes Divisions 00 and 01.
  - 4. Includes specifications: 02 4100, 03 300, 04 0140, 05 1200, 05 7000, 07 1400, 07 9005 09 2400, 09 9600, 32 1313, and 32 9223 in their entirety.
  - 5. Includes removal and disposal of lead containing paint and lead based paint for steel stairs, structural beams, and skylight. Reference Hazardous Materials Survey attached by Appendix.
  - 6. Includes unit price #01 quantity of 20 cubic feet to remove additional concrete walls and replace with normal weight concrete.
  - 7. Includes unit price #02 quantity of 20 cubic feet to remove additional masonry and replace with normal weight concrete.
  - 8. Includes unit price #03 quantity of 550 cubic feet for removal and replacement of lightweight concrete.
- B. **Alternate #01** – Remove existing granite treads with dutchmen (plugs) and install new granite treads: Trade Contractor shall include all of the following, but not limited to, as part of the contract:

1. Base Bid Item: Remove (15) fifteen existing granite dutchman and install (15) fifteen new granite dutchman.
  2. Alternate Item: Credit the removal and installation of the (13) thirteen granite dutchman. Provide (14) fourteen new granite treads as shown on the drawings.
  3. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  4. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
  5. Execute accepted alternates under the same conditions as other work of the Contract.
- C. **Unit Price #01** – Remove additional concrete walls and replace with normal weight concrete: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
1. Base bid to include 20 cubic feet for the removal of unsound concrete and replacement of normal weight concrete walls at the existing concrete base leveling course or above the existing masonry arch. The concrete that is not included in this unit price is illustrated as new concrete in the drawings and is base bid including the site concrete on grade for either stairs.
  2. Amounts will be reviewed daily on site and adjusted either by deducting or adding amounts after the work has been complete. Note the new scheme will not install brick masonry but repairs the existing concrete knee walls located below the underside of the granite treads. Any cost of additional formwork to achieve elevation of the existing bearing should be included in this unit cost
  3. Unit of measure per (1 CF) one cubic foot of additional concrete work, this unit cost will be added or subtracted towards the actual measured amount installed.
  4. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
  5. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
- D. **Unit Price #02** – Remove additional masonry and replace with normal weight concrete: Trade Contractor shall include all of the following, but not limited to, as part of the contract:
1. Base bid to include 20 cubic feet for the removal of additional masonry support wall and replacement with normal weight concrete. This location or the removal of unsound concrete and replacement of normal weight concrete walls at the existing brick masonry base leveling course or above the existing masonry arch. The concrete that is not included in this unit price is illustrated as new concrete in the drawings and is base bid including the site concrete on grade for either stairs.
  2. Amounts will be reviewed daily on site and adjusted either by deducting or adding amounts after the work has been complete. Note the new scheme will not install brick masonry but extends the concrete knee walls from the illustrated existing concrete to teh underside of teh granite treads. Any cost of additional formwork to achieve elevation of the bearing should be included in this unit cost.
  3. Unit of measure per (1 CF) one cubic foot of additional concrete work, this unit cost will be added or subtracted towards the actual measured amount installed.
  4. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
  5. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
- E. **Unit Price #03** – Removal and replacement of lightweight concrete: Trade Contractor shall include all of the following, but not limited to, as part of the contract:

1. Base bid to include 550 cubic feet for the removal and replacement of lightweight concrete above the existing structure for drainage of water under the granite stair treads.
2. Amounts will be reviewed daily on site and adjusted either by deducting or adding amounts after the work has been complete. Note the new scheme will not install brick masonry but extends the concrete knee walls to the underside of the granite treads. Any cost of additional formwork to achieve elevation of the existing bearing should be included in this unit cost.
3. Unit of measure per (1 CF) one cubic foot of additional concrete work, this unit cost will be added or subtracted towards the actual measured amount installed.
4. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
5. Owner reserves the right to reject Contractor's measurements of work in place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

F.

G. **Work Performed by Owner:** State of Iowa, Legislative Services will perform the following work items:

1. Relocate all moveable furniture, fixtures and equipment (FF&E), including window treatments; and personal materials from each sequenced work area prior to demolition and construction activities and after new construction is completed.
2. Provide and install all signage at the interior of the Capitol Building.
3. Relocate existing photo eye for smoke detection sensor at south stairwell area.
4. Provide and install one heat bud for the south stairwell area.
5. Remove paint from the plaster wall areas only. Paint at plaster locations is known to be lead containing.

H. **Owner Furnished Products:** State of Iowa, Legislative Services will provide the following materials for installation by the contractor:

1. No items noted.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

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**SECTION 01 2200  
UNIT PRICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

**1.02 COSTS INCLUDED**

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. General labor and supervision rates shall including insurance, payroll, taxes, bonding, overhead and profit.

**1.03 UNIT QUANTITIES SPECIFIED**

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

**1.04 MEASUREMENT OF QUANTITIES**

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.
- C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

**1.05 PAYMENT**

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.

**1.06 DEFECT ASSESSMENT**

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.
- C. The authority of Architect to assess the defect and identify payment adjustment is final.

**1.07 SCHEDULE OF UNIT PRICES**

- A. Unit Cost #1 - Base bid to include 20 cubic feet for the removal of unsound concrete and replacement of normal weight concrete walls at the existing concrete base leveling course or above the existing masonry arch. The concrete that is not included in this unit price is illustrated as new concrete in the drawings and is base bid including the site concrete on grade for either stairs.
  - 1. Amounts will be reviewed daily on site and adjusted either by deducting or adding amounts after the work has been complete. Note the new scheme will not install brick masonry but repairs the existing concrete knee walls located below the underside of the granite treads. Any cost of additional formwork to achieve elevation of the existing bearing should be included in this unit cost.
  - 2. Unit of measure per (1 CF) one cubic foot of additional concrete work, this unit cost will be added or subtracted towards the actual measured amount installed.
- B. Unit Cost #2 - Base bid to include 20 cubic feet for the removal of additional masonry support wall and replacement with normal weight concrete. This location or the removal of unsound concrete and replacement of normal weight concrete walls at the existing brick masonry base leveling course or above the existing masonry arch. The concrete

that is not included in this unit price is illustrated as new concrete in the drawings and is base bid including the site concrete on grade for either stairs.

1. Amounts will be reviewed daily on site and adjusted either by deducting or adding amounts after the work has been complete. Note the new scheme will not install brick masonry but extends the concrete knee walls from the illustrated existing concrete to the underside of the granite treads. Any cost of additional formwork to achieve elevation of the bearing should be included in this unit cost.
  2. Unit of measure per (1 CF) one cubic foot of additional concrete work, this unit cost will be added or subtracted towards the actual measured amount installed.
- C. Unit Cost #3 - Base bid to include 550 cubic feet for the removal and replacement of lightweight concrete above the existing structure for drainage of water under the granite stair treads.
1. Amounts will be reviewed daily on site and adjusted either by deducting or adding amounts after the work has been complete. Note the new scheme will not install brick masonry but extends the concrete knee walls to the underside of the granite treads. Any cost of additional formwork to achieve elevation of the existing bearing should be included in this unit cost. Unit of measure per (1 CF) one cubic foot of additional concrete work, this unit cost will be added or subtracted towards the measured amount.
  2. Unit of measure per (1 CF) one cubic foot of additional concrete work, this unit cost will be added or subtracted towards the actual measured amount installed.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 2300  
ALTERNATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

**1.02 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

**1.03 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1: Remove existing granite treads with dutchman (plugs) and install new granite treads.
  - 1. Base Bid Item: Remove (15) fifteen existing granite dutchman and install (15) fifteen new granite dutchman.
  - 2. Alternate Item: Credit the removal and installation of the (13) thirteen granite dutchman. Provide (14) fourteen new granite treads as show on the drawings.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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## SECTION 01 2500

### SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

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

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 SUBSTITUTION PROCEDURES

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

##### 3.02 REQUEST FOR SUBSTITUTION FORM

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

**END OF SECTION**

## SUBSTITUTION REQUEST FORM

---

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_

---

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

---

Proposed Substitution: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
\_\_\_\_\_

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

Differences between proposed substitution and specified product: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

---

Reason for not providing specified item: \_\_\_\_\_  
\_\_\_\_\_

Similar Installation:  
Project: \_\_\_\_\_ Architect: \_\_\_\_\_  
Address: \_\_\_\_\_ Owner: \_\_\_\_\_  
\_\_\_\_\_ Date Installed: \_\_\_\_\_

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

---

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

---

## SUBSTITUTION REQUEST FORM

**(Continued)**

The Undersigned certifies:

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

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

### A/E's REVIEW AND ACTION

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

Signed by: \_\_\_\_\_

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

---

Additional Comments:     Contractor     Subcontractor     Supplier     Manufacturer     A/E     \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**SECTION 01 2600**

**CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Change procedures

**1.02 CHANGE PROCEDURES**

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

- J. Contractor and subcontractor agree to provide and require all suppliers to provide, a detailed breakdown of labor, labor burden, materials, installation, rental, and fuel costs.
- K. **Please refer to Article 8 of 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 Contactor will coordinate preparation of the Schedule of Values with preparation of the Construction Manager's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule, and Construction Manager's Construction Schedule.
  - 2. Submit original Schedule of Values in Procore within 14 days after date of Owner-Trade Contractor Agreement. Schedule of Values must be approved by Owner prior to submission for first application for payment.
- B. Format: Utilize the Table of Contents of this project manual. Identify each line item with number and title of the major specification section. Each major specification section should be further itemized by materials cost, labor cost and subcontractor cost for each building separately for the base bid and all accepted alternates. Identify site mobilization, bonds and insurance.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name and address of Owner, Trade Contractor, Construction Manager and Design Team.
    - c. DAS Project Number.
    - d. Date of Submittal.
  - 2. Revise the Schedule of Values to list approved Change Orders with each Application for Payment.

##### 1.03 APPLICATIONS FOR PAYMENT

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

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

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 01 3100**

**PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Coordination
- B. Pre-construction meeting
- C. Progress meetings
- D. Coordination Meetings
- E. Requests for Interpretation (RFIs)
- F. Background Checks
- G. Notifications for Capitol Complex
- H. Utility Locates/Ground Penetrations for Capitol Complex
- I. Utility Locates/Ground Penetrations
- J. Fire Watch for Capitol Complex

**1.02 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the project manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative procedures: The Trade Contractor will coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Trade Contractor's Construction Schedule.
  - 2. Provide updated information for Construction Manager's Construction Schedule.
  - 3. Preparation of Schedule of Values.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities
- C. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work, which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated conceal pipes and wiring within the construction. Coordinate locations of piping with finish elements.
- F. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.
- G. After owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of owner's activities.
- H. During construction coordinate use of site and facilities through Construction Manager.

- I. Comply with Construction Manager and Owner's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- J. Make the following types of submittal to Architect through the Construction Manager via Procore:
  - 1. Request for Information/Interpretation.
  - 2. Request for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction punch list and final correction punch list for substantial completion
  - 11. Closeout submittals

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION**

**3.01 PRE-CONSTRUCTION MEETING**

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

**3.02 PROGRESS MEETINGS**

- A. The Construction Manager shall schedule and administer meetings throughout progress of the work at bi-weekly intervals.

- B. The Construction Manager is to make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings, record minutes and distribute copies within two days to those affected by decisions made.
- C. Attendees may include: Project superintendent, major subcontractors and suppliers, Owner, Construction Manager, Architect/Engineer, as appropriate to agenda topics for each meeting. All participants at the conference call shall be familiar with the Project and authorized to conclude matters relating to the Work.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review the Construction Manager's Construction Schedule.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of RFI's.
  - 7. Review of off-site fabrication and delivery schedules.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to work.
  - 14. Access, temporary facilities and controls, housekeeping and progress cleaning.
  - 15. Safety.
  - 16. Status of proposal requests, pending changes, official Change Orders.
- E. Minutes:
  - 1. Following the meeting, the meeting minutes will be published in Procore by the Construction Manager for all parties.

### **3.03 COORDINATION MEETINGS**

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

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

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

3. Requests for coordination information already indicated in the Contract Documents.
  4. Requests for adjustments in the Contract Time or the Contract Sum.
  5. Requests for interpretation of Design Professional's actions on submittals.
  6. Incomplete RFIs or RFIs with numerous errors.
  7. Design Professional's action may include a request for additional information, in which case Design Professional's time for response will start again.
- D. Design Professional's action on RFIs that may result in a change to the Contract Time or the Contract Sum/Price.
1. If Trade Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Manager in writing within ten (10) days of receipt of the RFI response.
- E. On receipt of Design Professional's response in Procore, review the response and notify Design Professional within seven (7) days if Trade Contractor disagrees with response.

### **3.05 BACKGROUND CHECKS**

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

### **3.06 NOTIFICATIONS FOR CAPITOL COMPLEX**

- A. For work on Capitol Complex, notification requests must be provided to Construction Manager for work affecting the following:
1. Parking Access
  2. Excessive Noise
  3. Odors
  4. Disruption of Equipment
  5. Excessive Dust
  6. Fire Alarm
  7. HVAC System/Controls
  8. Plumbing/Restrooms
  9. Lighting
  10. Power/Electrical
- B. **Information must be received on form following this section**
1. Notice for tunnel repairs must be received by the Construction Manager for forward to Owner's Representative a minimum of ten (10) working days before the work is to occur (for tunnel shut downs).
  2. All other notices must be received by the Construction Manager for forward to Owner's Representative a minimum of three (3) working days prior to the work occurring.

### **3.07 UTILITY LOCATES/GROUND PENETRATIONS FOR CAPITOL COMPLEX**

- A. Call Iowa One Call at 800-292-8989 to request a Joint Meeting Locate.

1. Requests must be least five (5) working days prior to ground penetration.
  2. A representative from the requesting group and DAS must be present for the Joint Meeting Locate.
- B. Complete the Capitol Complex Digging Application online at <https://das.iowa.gov/general-services/capitol-complex-events/digging-application-form>.
- C. Requesting groups will mark the area(s) intended to be penetrated with white spray paint or mark with white flags.
- D. One Call and/or Vanguard must place their locate flags appropriately in the areas.
- E. Contractor requesting the locate will be responsible for the locate charge.
- F. Ground penetration on Capitol Complex is not allowed until the steps listed above have been taken and locations have been approved.

### **3.08 UTILITY LOCATES/GROUND PENETRATIONS**

- A. Call Iowa One Call at 800-292-8989 to request a locate
1. Requests must be least five (5) working days prior to ground penetration.

### **3.09 FIRE WATCH FOR CAPITOL COMPLEX**

- A. Fire watch is to be performed any time the fire alarm is disabled for more than four hours. This includes both when the system is in bypass and when any detectors are disabled by removal or covering.
- B. When fire alarm is disabled for four hours or less it will be at the discretion of Owner to determine if fire watch must be provided.
- C. Written notice must be received two (2) working days prior to scheduling of fire watch.

**END OF SECTION**

## CONSTRUCTION PROJECT REQUEST FOR NOTIFICATION AND/OR SERVICES FROM CAPITOL COMPLEX MAINTENANCE (CCM)

Notifications must be provided to Owner's Representative to forward to CCM Plant Operations Manager. Information must be received by Owner's Representative in email format. Notice for tunnel repairs must be received 11 days before the work is to occur (for tunnel shut downs). All other notices must be received by the Owners Representative 4 working days prior to the work occurring.

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

**Brief Description of Work:** \_\_\_\_\_  
\_\_\_\_\_

**Building:** \_\_\_\_\_

**Affected Locations within Building:** \_\_\_\_\_

**Dates of Work:** \_\_\_\_\_

**Hours of Work:** \_\_\_\_\_

**Impact:**     Parking     Noise     Odors     Equipment     Other disruption  
 Dust     Fire Alarm     HVAC     Plumbing/Restroom     Lighting  
 Power/Electrical     Private/Public Utility Locate     \_\_\_\_\_

**Escort:**     Required     Not Required     Need assistance to determine

**Additional Information:** (or attached map/drawing of affected area/impact)  
\_\_\_\_\_

## SECTION 01 3100.01

### WEB BASED CONSTRUCTION MANAGEMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

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

##### 1.02 USER ACCESS LIMITATIONS

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

##### 1.03 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

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

##### 1.04 SUBMITTALS

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

##### 1.05 COMPUTER REQUIREMENTS

- A. The Contractor shall use computer hardware and software that meets the requirements of the

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

- B. The Contractor shall be responsible for the validity of their information placed in **Procore** and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, cad drawing applications, and Adobe Portable Document Format (PDF) document distribution program. The Contractor shall utilize the existing forms in **Procore** to the maximum extent possible. If a form does not exist in **Procore** the Contractor must include a form of their own or provided by the Owner representative as an attachment to a submittal. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of **Procore** (outside what is provided by the owner) and the other programs indicated above as needed.
- C. User Access Administration: Provide a list of Contractor's key **Procore** personnel for the Owner's Representative acceptance. Contractor is responsible for adding and removing users from the system. The Owners Representative reserves the right to perform a security check on all potential users. The Contractor will be allowed to add additional personnel and sub-contractors to **Procore**.

#### 1.06 CONNECTIVITY PROBLEMS

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

#### 1.07 TRAINING

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

### PART 2 - PRODUCTS

#### 2.01 DESCRIPTION

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

## PART 3 - EXECUTION

### 3.01 PROCORE UTILIZATION

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

DOCUMENTATION shall be submitted as a native backed-up file (.PRX or .STX) of the scheduling program being used. The schedule will also be posted as a PDF file in the format.

8. Plans for safety, demolition, environmental protection, and similar activities.
  9. Quality Control Plan(s), Testing Plan and Log, Quality Control Reports, Production Reports, Quality Control Specialist Reports, Preparatory Phase Checklist, Initial Phase Checklist, Field Test reports, Summary reports, Rework Items List, etc.
  10. Meeting minutes for quality control meetings, progress meetings, pre-installation meetings, etc.
  11. Any general correspondence submitted.
- G. Compliance Submittals
1. Test reports, certificates, and manufacture field report submittals shall be submitted on **Procore** as PDF attachments. Examples of compliance submittals include, but are not limited to:
    - a. Field test reports.
    - b. Quality Control certifications.
    - c. Manufacturer's documentation and certifications for quality of products and materials provided.
- H. Record and Closeout Submittals
1. Operation and maintenance data and closeout submittals shall be submitted on **Procore** as PDF documents during the approval and review stage as specified, with actual set of documents submitted for final. Examples of record submittals include, but are not limited to:
    - a. Operation and Maintenance Manuals: Final documents shall be submitted as specified.
    - b. As-built Drawings: Final documents shall be submitted as specified.
    - c. Extra Materials, Spare Stock, etc.: Submittal forms shall indicate when actual materials are submitted.
- I. Financial Submittals
1. Schedule of Value, Pay Applications and Change Request Proposals shall be submitted on **Procore**. Supporting material for Pay Applications and Change Requests shall be submitted on **Procore** as PDF attachments. Examples of compliance submittals include, but are not limited to:
    - a. Contractors Schedule of Values
    - b. Contractors Monthly Progress Payment Requests
    - c. Contract Change proposals requested by the project owner

**END OF SECTION**

**SECTION 01 3200**

**CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

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

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION**

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

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

**3.02 CONSTRUCTION PROGRESS SCHEDULE**

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

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

### 3.03 **SUBMITTAL SCHEDULE**

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

### 3.04 **DAILY CONSTRUCTION REPORTS**

- A. Daily Construction Reports: Submitted at weekly intervals.
  - 1. Daily Construction Reports will be submitted to Construction Manager.
  - 2. Daily Reports to be submitted in PDF format. JPEG files will not be accepted.
- B. Prepare a daily construction report recording the following information concerning events at project site:
  - 1. Count of personnel at Project site
  - 2. Equipment at Project site
  - 3. Material Deliveries
  - 4. High and low temperatures and general weather conditions, including presence of rain or snow
  - 5. Accidents
  - 6. Meetings and significant decisions
  - 7. Unusual events
  - 8. Stoppages, delays, shortages, and losses
  - 9. Meter readings and similar recordings
  - 10. Emergency procedures
  - 11. Orders and requests of authorities having jurisdiction
  - 12. Change orders received and implemented
  - 13. Services connected and disconnected
  - 14. Equipment or system tests and startups
  - 15. Partial completions and occupancies
  - 16. Substantial completions authorized

3.05 **PROGRESS PHOTOGRAPHS**

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

**END OF SECTION**

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**SECTION 01 3300**

**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

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

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION**

**3.01 SUBMITTALS FOR REVIEW**

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

**3.02 SUBMITTALS FOR INFORMATION**

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

**3.03 SUBMITTAL PROCEDURES**

- A. Submittals will be electronically submitted through Procore. Contractor will be invited to join web based program after issue of Notice of Intent to award.
- B. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the

Contract Documents and coordinating related Work.

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

#### 3.04 **SAMPLES**

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

**END OF SECTION**

**SECTION 01 4000**  
**QUALITY REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 REFERENCES**

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

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION**

**3.01 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

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

**3.02 TOLERANCES**

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

**3.03 DEFECT ASSESSMENT**

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

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

### **3.04 INSPECTION AND TESTING**

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

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

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

### **END OF SECTION**

**SECTION 01 5000**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary Utilities
- B. Temporary Sanitary Facilities
- C. Telephone Service
- D. Removal of Utilities, Facilities, and Controls
- E. Temporary Facilities
- F. Equipment
- G. Vehicular Access and Parking
- H. Traffic Regulation
- I. Barriers
- J. Enclosures and Fencing
- K. Waste Removal

**1.02 TEMPORARY UTILITIES**

- A. Owner will provide the following:
  - 1. Electrical Power, consisting of connection to existing facilities. All temporary panels, wiring, and installation of temporary power shall be at the contractor's expense.
  - 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. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.
- C. Coordinate location of temporary sanitary facilities with owner.

**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 RESTRICTIONS**

- A. Events at the building may require work to be scheduled in non-public areas or stopped during events.
- B. Construction sounds may require work to stop during events or meetings scheduled.
- C. Events known to date (others may be added at owner's direction):
  - a) January 8, 2024 to April 16, 2024 - Iowa Legislative session for 2024 (note the end date can vary).
  - b) July 4, 2024 - Des Moines Symphony's annual Yankee Doodle Pops (no work to occur during this time, the start time is about 6:30 PM) on the West Terrace, Iowa State Capitol lawn.
  - c) October 21 to 24, 2024 - The World Food Prize (no work during this week for setup or event on this day).
- D. Parking for the project shall be in street public parking areas.
- E. Building access shall be coordinated as shown on the contract drawings.

### **3.02 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.

### **3.03 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. Contractor to coordinate any/all sidewalk or lane closers with the City of Des Moines. Contractor shall be responsible for all costs for permits, fees, signage, and other costs related to sidewalk or lane closers.
- D. Haul Routes:
  - 1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
- E. Removal:
  - 1. Remove equipment and devices when no longer required.
  - 2. Repair damage caused by demolition.

### **3.04 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.

**3.05 ENCLOSURES AND FENCING**

- A. Provide temporary enclosure and fences as necessary to protect the public and secure the site.
- B. Provide all temporary signage as shown on the drawings and any additional signage for pedestrian and vehicular controls for the construction activities.
- C. Provide 6 foot high fence panels around the construction site; equip with vehicular and pedestrian gates with locks. Provide 6 foot high fence panels with panel stands to prevent ground penetration.
- D. Owner to be provided with three sets of keys for all pedestrian/vehicle gates.
- E. Provide security and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

**3.06 OVERHEAD PROTECTION**

- A. Provide temporary protections to separate work areas from Owner-occupied areas below, to prevent falling debris into Owner or Public occupied areas, and to prevent damage to individuals, existing materials and equipment.

**3.07 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**

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## 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 waste materials and place in contractor provided dumpster on a daily basis or as needed to prevent accumulation of materials in the construction area.
  - 3. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
- B. Protection of installed work
  - 1. Protect installed work from damage by construction operations.
  - 2. Provide special protection where specified in individual specification sections.
  - 3. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

4. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.
5. Prohibit traffic from landscaped areas.

**3.05 ADJUSTING**

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

**END OF SECTION**

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## SECTION 01 7700

### CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

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

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION

##### 3.01 INSPECTIONS

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

##### 3.02 SUBSTANTIAL COMPLETION

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

7. Terminate and remove temporary facilities from project site, along with mockups, construction tools, and similar elements.
8. Advise owner of changeover in heat and other utilities.
9. Submit changeover information related to owner's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements, including touch up painting.
11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

### **3.03 PROJECT RECORD DOCUMENTS**

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

### **3.04 WARRANTIES**

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

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

- A. Format: Submit operations and maintenance manuals in the following format:
  1. Portable Document Format (PDF) electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Owner and upload to Procore.

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

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

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

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

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

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

### **3.08 TRAINING**

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

### **3.09 FINAL COMPLETION**

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

**END OF SECTION**

**Substantial Completion Project Checklist**

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

**DAS Project Number:** \_\_\_\_\_  
**Project Title:** \_\_\_\_\_  
**Location:** \_\_\_\_\_  
**Contractor:** \_\_\_\_\_

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

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

- Boiler Inspection**                       Yes    No    N/A
- Water Heater Inspection**            Yes    No    N/A
- Energy Code Inspection**            Yes    No    N/A
- Building Code Inspection**           Yes    No    N/A
- Electrical Inspection**                 Yes    No    N/A
- Elevator Inspection**                  Yes    No    N/A
- Other:** \_\_\_\_\_                       Yes    No    N/A

**Occupancy Permit if applicable**

**Test and Balance has been performed**

**Certificate of Substantial Completion in Procore (Consensus Docs 814)**

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

**Yes (provide description below)**    **No**

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

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

## Final Completion Project Checklist

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

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

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

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

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

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

Have all Warranties been received?  Yes  No

Have the Operations and Maintenance Manuals been received?  Yes  No

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

Has all training been completed?  Yes  No

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

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

Have all Test & Balance reports been received?  Yes  No

Have all punchlist items been corrected?  Yes  No

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

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

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

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

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

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

Yes (provide description below)  No

\_\_\_\_\_

\_\_\_\_\_

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

## **SECTION 02 4100 DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.
- B. Protection and disposal.

#### **1.02 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

#### **1.03 FIELD CONDITIONS**

- A. Protection: The existing structure is a historic structure. Protect all surfaces to remain during demolition operations.
  - 1. Provide protection necessary to prevent damage to existing building and improvements indicated to remain in place.
  - 2. Restore building parts damaged by demolition to their original condition as acceptable to the Architect.
  - 3. Perform operations and provide protection in a manner than will prevent damage by falling debris or other causes, to the building and its facilities as well as to persons.
- B. Weight: Both the existing and newly inserted structure have limits on their capacity for loading by personnel and materials. Strictly adhere to limits set in the Pre-Demolition Conference.

#### **1.04 PRE-DEMOLITION CONFERENCE**

- A. Pre-Demolition Meeting: Convene two weeks before starting work of this section, specifically masonry, wood window, metal walkway and metal roof removal. Discuss the following:
  - 1. Method of determining damage to existing structure and finishes before and after the move.
  - 2. Identify existing damage to select building elements.
  - 3. Proposed methods and preparations for demolition.
  - 4. Proposed methods and materials used to keep the building weather-tight.
  - 5. Method and responsibility for repairs after demolition.
  - 6. Review the intended route for moving materials and dimensional clearances of obstructions.
  - 7. Review limits of existing and new structure to handle loads of personnel and materials.
  - 8. Coordination with affected building utilities, life safety systems or occupants.
  - 9. Coordination with authorities for permits, municipalities affected, and traffic control.

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

### **PART 3 EXECUTION**

#### **3.01 SCOPE**

- A. Remove portions of existing building as indicated in demolition plans, including but not limited to:
  - 1. Stone demolition.
  - 2. Stone salvage.
  - 3. Sealant removal
  - 4. Masonry joints removal

### 3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 4. Provide, erect, and maintain temporary barriers and security devices.
  - 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 7. Do not close or obstruct roadways or sidewalks without permit.
  - 8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 9. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Examine areas and conditions under which demolition is to be performed and notify the Architect in writing of conditions detrimental to the proper and timely completion of the work.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Do not begin removal until built elements to be salvaged or relocated have been removed. See Section 01 1200 - Summary for owner-salvage items.
  - 1. Items of salvage value to the Contractor may be removed from the structure as the work progresses. Salvaged items must be transported from the structure as they are removed. Storage or sale of removed items from the site will not be permitted.
- E. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
- F. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- G. Minimize transfer of dust and debris beyond the construction zone by utilizing temporary partitions, doors, negative air machines and sticky walk-off pads.
- H. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- I. Demolished work will be deposited in waiting trucks or owner-approved dumpster/holding area and shall not be stockpiled in the work area. Transport waste material to a legally authorized dump. Observe local regulations regarding hauling and disposal.

### 3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
- E. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.

#### **3.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

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**SECTION 03 3000  
CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete formwork.
- B. Concrete reinforcement.
- C. Joint devices associated with concrete work.
- D. Miscellaneous concrete elements, including knee walls for stair support.
- E. Concrete curing.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 9200 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.
- B. Section 32 1313 - Concrete Paving: Sidewalks, curbs and gutters.

**1.03 PRICE AND PAYMENT PROCEDURES**

- A. See Section 01 2200 - Unit Prices for additional unit price requirements.

**1.04 REFERENCE STANDARDS**

- A. ACI 117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- B. ACI 211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.
- C. ACI 211.2 - Standard Practice for Selecting Proportions for Structural Lightweight Concrete; 1998 (Reapproved 2004).
- D. ACI 301 - Specifications for Concrete Construction; 2020.
- E. ACI 302.1R - Guide to Concrete Floor and Slab Construction; 2015.
- F. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000.
- G. ACI 305R - Guide to Hot Weather Concreting; 2020.
- H. ACI 306R - Guide to Cold Weather Concreting; 2016.
- I. ACI 308R - Guide to External Curing of Concrete; 2016.
- J. ACI 318 - Building Code Requirements for Structural Concrete; 2019 (Reapproved 2022).
- K. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2020.
- L. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2018a.
- M. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2018.
- N. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2023.
- O. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens); 2021.
- P. ASTM C150/C150M - Standard Specification for Portland Cement; 2020.
- Q. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete; 2023.
- R. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2019, with Editorial Revision (2022).

- S. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2017.
- T. ASTM C827/C827M - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures; 2023.
- U. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2021.
- V. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2020.
- W. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2018.

#### **1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- C. Mix Design: Submit proposed concrete mix design.
  - 1. Indicate proposed mix design complies with fiber reinforcing manufacturer's written recommendations.
- D. Test Reports: Submit report for each test or series of tests specified.
- E. Sustainable Design Submittal: If any fly ash, ground granulated blast furnace slag, silica fume, rice hull ash, or other waste material is used in mix designs to replace Portland cement, submit the total volume of concrete cast in place, mix design(s) used showing the quantity of portland cement replaced, reports showing successful cylinder testing, and temperature on day of pour if cold weather mix is used.

#### **1.06 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

#### **1.07 MOCK-UP**

- A. Construct and erect mock-up panel for architectural concrete surfaces indicated to receive special treatment or finish as result of formwork.
  - 1. Panel Size: Sufficient to illustrate full range of treatment.
- B. Mock-up may remain as part of the Work.

### **PART 2 PRODUCTS**

#### **2.01 FORMWORK**

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.

#### **2.02 REINFORCEMENT MATERIALS**

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).
  - 1. Type: Deformed billet-steel bars.
- B. Steel Welded Wire Reinforcement (WWR): Galvanized, plain type, ASTM A1064/A1064M.
  - 1. WWR Style: 4 x 8-W6 x W10 (102 x 203-MW39 x MW65).

#### **2.03 CONCRETE MATERIALS**

- A. Normal weight concrete t is 140 - 150 pcf while lightweight unit mix weight is around 90 - 115 pcf.
  - 1. Normal weight concrete 28-day compressive strength of 3000 psi (20.7 MPa)

2. Light weight concrete 28-day compressive strength of 2500 psi (17 MPa)
- B. Cement: ASTM C150/C150M, Type I - Normal Portland type.
- C. Fine and Coarse Aggregates: ASTM C33/C33M.
- D. Lightweight Aggregate: ASTM C330/C330M.
- E. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

#### **2.04 ADMIXTURES**

- A. Shrinkage Reducing Admixture:
  1. ASTM C494/C494M, Type S.
  2. Manufacturers:
    - a. SikaControl-75
    - b. Substitutions: See Section 01 6000 - Product Requirements.

#### **2.05 ACCESSORY MATERIALS**

- A. Non-Shrink Cementitious Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
  1. Grout: Comply with ASTM C1107/C1107M.
  2. Height Change, Plastic State; when tested in accordance with ASTM C827/C827M:
    - a. Maximum: Plus 4 percent.
    - b. Minimum: Plus 1 percent.
  3. Minimum Compressive Strength at 48 Hours, ASTM C109/C109M: 2,000 pounds per square inch (13.7 MPa).

#### **2.06 BONDING AND JOINTING PRODUCTS**

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059/C1059M, Type II.
  1. Manufacturers:
    - a. Euclid Chemical Company; AKKRO-7T: [www.euclidchemical.com/#sle](http://www.euclidchemical.com/#sle).
    - b. Kaufman Products Inc; SureBond: [www.kaufmanproducts.net/#sle](http://www.kaufmanproducts.net/#sle).
    - c. Kaufman Products Inc; SureWeld: [www.kaufmanproducts.net/#sle](http://www.kaufmanproducts.net/#sle).
    - d. SpecChem, LLC; Strong Bond Acrylic Bonder: [www.specchemllc.com/#sle](http://www.specchemllc.com/#sle).
    - e. W. R. Meadows, Inc; ACRY-LOK-: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
    - f. Substitutions: See Section 01 6000 - Product Requirements.
- B. Slab Isolation Joint Filler: 1/2 inch (13 mm) thick, height equal to slab thickness, with removable top section that will form 1/2 inch (13 mm) deep sealant pocket after removal.
- C. Slab Contraction Joint Device: Preformed linear strip intended for pressing into wet concrete to provide straight route for shrinkage cracking.
  1. Manufacturers:
    - a. W. R. Meadows, Inc; Speed-E-Joint: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
    - b. Substitutions: See Section 01 6000 - Product Requirements.
- D. Slab Construction Joint Devices: Combination keyed joint form and screed, galvanized steel, with rectangular or round knockout holes for conduit or rebar to pass through joint form at 6 inches (150 mm) on center; ribbed steel stakes for setting.
  1. Provide removable plastic cap strip that forms wedge-shaped joint for sealant installation.
  2. Height: To suit slab thickness.
  3. Manufacturers:
    - a. BoMetals, Inc; Plastic nail-on keyway: [www.bometals.com/#sle](http://www.bometals.com/#sle).

#### **2.07 CONCRETE MIX DESIGN**

- A. Proportioning Structural Lightweight Concrete: Comply with ACI 211.2 recommendations.

1. Replace as much Portland cement as possible with fly ash, ground granulated blast furnace slag, silica fume, or rice hull ash as is consistent with ACI recommendations.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

#### **3.02 PREPARATION**

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.
  1. Use latex bonding agent only for non-load-bearing applications.

#### **3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS**

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
- B. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Splice laps with tie wire.

#### **3.04 PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304R.
- B. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

#### **3.05 SLAB JOINTING**

- A. Anchor joint fillers and devices to prevent movement during concrete placement.
- B. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.

#### **3.06 CONCRETE FINISHING**

- A. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  1. Other Surfaces to Be Left Exposed: Trowel as described in ACI 302.1R, minimizing burnish marks and other appearance defects.

#### **3.07 CURING AND PROTECTION**

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

#### **3.08 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

**3.09 DEFECTIVE CONCRETE**

- A. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

**END OF SECTION**

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**SECTION 04 0140  
MAINTENANCE OF STONE ASSEMBLIES**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes maintenance of stone assemblies consisting of stone repointing and cleaning of the repointing from the stone surface as follows:
  - 1. Repairing stone masonry, including replacing units.
  - 2. Repointing joints.
  - 3. Setting mortar for stone masonry.
  - 4. Granite replacement and partial dutchman replacement.
- B. Related Sections:
  - 1. Section 07 9205 " Joint Sealants"

**1.02 DEFINITIONS**

- A. Very Low-Pressure Spray: Under 100 psi.
- B. Low-Pressure Spray: 100 to 400 psi.
- C. Medium-Pressure Spray: 400 to 800 psi.
- D. High-Pressure Spray: 800 to 1200 psi.
- E. Stone Terminology: ASTM C 119.
- F. Biological Growth: Algaic and other growths on masonry surfaces – most prevalent on limestone belt courses.
- G. Cleaning: The removal of soil deposition from masonry surfaces. The intent of this project is to remove all soil and biological growth from limestone with a comprehensive cleaning program. The intention is to provide a light overall cleaning after the completion of all repointing, repair and other work associated with this project.
- H. Heavy Duty Cleaning: The removal of soil deposition from masonry surfaces. The intent of this term is to remove all soil and biological growth from limestone with a comprehensive cleaning program in heavy soiled areas.
- I. Efflorescence: White soluble salt encrustations on masonry surfaces.
- J. Iron Stains: Depositional or natural reddish-brown to orange iron-based stains present primarily on wall surfaces.
- K. Poultrice: Commercially available or custom blended clay-based materials that are troweled on to a surface, covered with plastic sheeting and allowed to dry for a pre-determined time, usually 12-24 hours. Chemical reagents are sometimes added to the poultrice and the drying action draws out stains and other foreign matter which are removed along with the poultrice. After the poultrice is removed the area must be cleaned by gentle washing.
- L. Salt extraction: The removal of soluble salts from masonry elements. The scope of this project will include the removal of soluble salts from all limestone surfaces in the areas immediately under the projecting levels surrounding the tower.
- M. Stone Patching Compound: The removal of severely deteriorated original stone and replacement with a composite mix that has been formulated to closely match the color, texture, consistency and other physical properties of the surrounding stone.

**1.03 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.
- B. Shop Drawings: For the following:
  - 1. Provisions for flashing, lighting fixtures, conduits, and weep holes as required.

2. Replacement and repair anchors, including drilled-in pins. Include details of anchors within individual stone units, with locations of anchors and dimensions of holes and recesses in stone required for anchors, including direction and angle of holes for pins.
- C. Samples for Initial Selection: For the following:
  1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips,
    - a. 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.
    - b. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching the cleaned stone when cured and dry.
    - c. Submit with precise measurements on ingredients, proportions, gradations, and sources of colored sands from which each Sample was made.
  2. Stone Patching Compound: Submit sets of stone patching compound Samples in the form of plugs (patches in drilled holes) in sample units of limestone representative of the range of limestone colors on the building.
    - a. Have each set contain a close color range of at least three Samples of different mixes of patching compound that matches the variations in existing stone when cured and dry.
  3. Sealant Materials: See Section 079005 "Joint Sealants."
  4. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following:
  1. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
    - a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
  2. Sealant Materials: See Section 07 90 05 "Joint Sealants."
  3. Accessories: Each type of anchor, accessory, and miscellaneous support.

#### **1.04 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For restoration specialists and including field supervisors and restoration workers.
- B. Quality-Control Program.
- C. Restoration Program.
- D. Cleaning Program.

#### **1.05 QUALITY ASSURANCE**

- A. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage due to worker fatigue.
- B. Restoration Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of restoration work including protection of surrounding materials and Project site.
  1. Include methods for keeping pointing mortar damp during curing period.
  2. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.
  3. This building will be occupied during this project and protection of public access points and public locations on site is required.

- C. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, and equipment to be used, protection of surrounding materials, and control of runoff during operations.
  - 1. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.
  - 2. This building will be occupied during this project and protection of public access points and public locations on site is required.
- D. Cleaning and Repair Appearance Standard: Cleaned and repaired surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect. Perform additional general cleaning of small areas that are noticeably different, so that surface blends smoothly into surrounding areas.
- E. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
  - 1. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent whole units or approximately 48 inches in least dimension. Create sample areas in existing walls, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
    - a. Partial Stone Replacement: Partial stone replacements as shown on the drawings.
    - b. Crack Injection: Apply crack injection in 2 separate areas, each approximately 36 inches long.
  - 2. Repointing: Rake out joints in two separate areas, each approximately 36 inches long for each location of repointing required.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 4. Stone Cleaning mockups to determine what products work will be undertaken using the gentlest means possible.
  - 5. Approved mockups may become part of the completed Work if undisturbed at time of
    - a. Substantial Completion.
- F. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to stone restoration but not limited to, the following:
    - a. Construction Schedule: Verify disassembly procedures, availability of materials, Restoration Specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Materials, material application, sequencing, tolerances, and required clearances.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- B. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- C. Store sand where grading and other required characteristics can be maintained and contamination avoided.

### 1.07 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and occupied weather conditions permit stone restoration and cleaning work to be performed according to manufacturers' written instructions and specified requirements.
- B. Repair stone units and repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least 7 days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for stone repair and mortar-joint pointing unless otherwise indicated:
  - 1. When air temperature is below 40 deg F, heat mortar ingredients, repair materials, and existing stone to produce temperatures between 40 and 120 deg F.
  - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 7 days after repair and pointing.
- D. Hot-Weather Requirements: Protect stone repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.
- F. Clean stone surfaces where pointing has taken place only when air temperature is 40 deg F and above and is predicted to remain so for at least 7 days after completion of cleaning.
- G. Environmental Requirements/Conditions: Ensure that all treatments comply with institutional, local, state and federal regulations. Apply, contain and dispose of all treatments in accordance with applicable institutional, local, state and federal regulations.

### 1.08 COORDINATION

- A. Coordinate stone repointing with public circulation patterns at Project site. Some work is near public circulation patterns and vehicles. Public circulation patterns cannot be closed off entirely, and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.
- B. Vehicles located in the east parking lot will not be relocated during the work on the east and portions of the north and south elevations.
- C. Lower levels of the scaffolding sections will need to be protected from public access or behind the construction fence.

### 1.09 SEQUENCING AND SCHEDULING

- A. Order replacement materials at earliest possible date to avoid delaying completion of the Work.
- B. Order sand and gray portland cement for pointing mortar immediately after approval of mockups. Take delivery of and store at Project site a sufficient quantity to complete Project.
- C. Perform stone restoration work in the following sequence:
  - 1. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  - 2. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
  - 3. Repair stonework, including replacing existing stone with new stone.
  - 4. Rake out mortar from joints to be occupied.

5. Point mortar and sealant joints.
6. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
7. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.

## **PART 2 - PRODUCTS**

### **2.01 STONE MATERIALS**

- A. Granite Stone: Replacing stone be necessary provide natural building stone of variety, color, texture, grain, veining, finish, size, and shape to match existing stone and with physical properties within 10 percent of those determined from preconstruction testing of selected existing stone. This is not the original the original granite for the building dating from 1884 but the replacement during earlier projects. The original stone was sandstone but did not preform over time and was replaced with granite.
  1. Granite: Iridian (Quarry Location, Isle, Minnesota)
    - a. Compressive Strength: per ASTM C 170; 21,860 psi. min.
    - b. Absorption: per ASTM C 97: By weight: 0.07% max.
    - c. Bulk Density: ASTM C97; 165.2 pcf.
    - d. Modulus of Rupture | ASTM C99; 2,610 psi.
    - e. Finishes: Thermal finish on the top walking surface and rub and sand finish on the vertical exposed surface.
- B. Date Identification: Stamp with permanent ink on an interior surface of each new stone in easily read 1/4-inch- (6-mm-)high characters, "MADE [Insert year]."

### **2.02 MORTAR MATERIALS**

- A. Portland Cement: ASTM C 150, Type I or Type II, white & gray where required for color matching of exposed mortar.
  1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Pointing Mortar: Type N using the Property Method in ASTM C270.
- C. Hydrated Lime: ASTM C 207, Type S.
- D. Mortar Sand: ASTM C 144 unless otherwise indicated.
  1. Color: Provide natural sand of color necessary to produce required mortar color.
  2. For pointing mortar, provide sand with rounded edges and use aggregate graded with 100 percent passing No. 16 sieve.
  3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  4. For joints narrower than 1/4 inch, use aggregate graded with 100 percent passing No. 16 sieve.
- E. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
- F. Do not use admixtures of any kind in mortar, unless otherwise indicated.
- G. Water: Potable.

### **2.03 MANUFACTURED REPAIR MATERIALS**

- A. Stone-to-Stone Adhesive: 2-part polyester or epoxy-resin stone adhesive with a 15- to 45- minute cure at 70 deg F or 1-part cementitious stone adhesive, recommended by adhesive manufacturer for type of stone repair indicated, and matching stone color.
  1. Products: Subject to compliance with requirements, provide one of the following or approved equal:
    - a. Two-Part Polyester or Epoxy-Resin Stone Adhesive:
      - 1) Bonstone Materials Corporation; Fast Set 41.
      - 2) Edison Coatings, Inc.; Flexi-Weld 520T.

- b. One-Part Cementitious Stone Adhesive:
  - 1) Cathedral Stone Products, Inc.; Jahn Restoration Adhesive.

#### **2.04 CLEANING MATERIALS**

- A. Water: Potable.
- B. Biological Growth Treatments - Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including unpolished limestone, brick, aluminum, plastics, and wood.
  - 1. Approved by manufacture for use on existing Granite.
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. PROSOCO; Enviro Klean, ReKlaim.
    - b. Dumond Chemicals, Inc.; Safe n' Easy Architectural Cleaner/Restorer.
- C. One-Part Limestone Cleaner: Manufacturer's standard one-part acidic formulation for cleaning limestone.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. ABR Products, Inc.; X-190 Limestone & Concrete Cleaner.
    - b. Hydroclean, Hydrochemical Techniques, Inc.; Hydroclean Limestone and Marble Cleaner and Brightener (HT-907).
    - c. Price Research, Ltd.; Price Limestone Restorer.
    - d. PROSOCO; Sure Klean Limestone Restorer.
- D. Heavy Duty Limestone Cleaner, Two-Part Limestone Cleaner: Manufacturer's standard system consisting of potassium or sodium hydroxide based, alkaline prewash cleaner and acidic afterwash cleaner that does not contain hydrofluoric acid. Also a granite cleaner.
  - 1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following]:
    - a. ABR Products, Inc.; 500 Limestone Prewash Cleaner followed by 500 Limestone Afterwash.
    - b. Diedrich Technologies Inc.; Diedrich 707X Limestone Cleaner Pre-Rinse and Diedrich 808X Black Encrustation Remover - Super Strong followed by 707N Limestone Neutralizer After-Rinse.
    - c. PROSOCO; Sure Klean 766 Limestone Prewash followed by SureKlean Limestone & Masonry Afterwash.
  - 2. Protect wood, metal and painted surfaces during this application.

#### **2.05 ACCESSORY MATERIALS**

- A. Stone Anchors and Pins: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors and pins from Type 304 stainless steel.
- B. Sealant Materials:
  - 1. Provide manufacturer's standard chemically curing, elastomeric sealant(s) of base polymer and characteristics indicated below that comply with applicable requirements in Section 07 9005 "Joint Sealants."
    - a. Single-component, nonsag urethane sealant.
  - 2. Colors: Provide colors of exposed sealants to match colors of stonework adjoining installed sealant unless otherwise indicated.
- C. Joint-Sealant Backing:
  - 1. Cylindrical Sealant Backings: ASTM C 1330, Type C closed-cell material with a surface skin, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- D. Masking Tape: Nonstaining, nonabsorbent material, compatible with pointing mortar, joint primers, sealants, and surfaces adjacent to joints; that will easily come off entirely, including adhesive.

- E. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with MPI #79, Alkyd Anticorrosive Metal Primer or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
  - 1. Use coating requiring no better than SSPC-SP 3, "Power Tool Cleaning" surface preparation according to manufacturer's literature or certified statement.
- F. Polyethylene plastic.
- G. Miscellaneous Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Little possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could do the following:
    - a. Remove, alter, or in any way harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.
    - b. Leave a residue on surfaces.

## 2.06 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Do not use admixtures in mortar unless otherwise indicated.
- C. Mortar Proportions: Mix mortar materials in the following proportions:
  - 1. Pointing Mortar for Stone: 1 part white portland cement, 1 part lime, and 6 parts sand.
    - a. Add mortar pigments to produce mortar colors required.
  - 2. Rebuilding (Setting) Mortar: 1 part white portland cement, 1 part lime, and 6 parts sand.
    - a. Comply with ASTM C 270, Proportion Specification, Type N unless otherwise indicated, with cementitious material limited to portland cement and lime.

## PART 3 - EXECUTION

### 3.01 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from stone restoration work.
- B. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
  - 1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
  - 2. Keep wall wet below area being cleaned to prevent streaking from runoff.

3. Do not clean stone during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
  4. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
  5. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- C. Prevent mortar from staining face of surrounding stone and other surfaces.
1. Cover sills, ledges, and projections to protect from mortar droppings.
  2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
  3. Immediately remove mortar in contact with exposed stone and other surfaces.
  4. Clean mortar splatters from scaffolding at end of each day.

### **3.02 STONE REMOVAL AND REPLACEMENT**

- A. At locations indicated, remove stone that has deteriorated or is damaged beyond repair or is to be reused. Carefully demolish or remove entire units from joint to joint, without damaging surrounding stone, in a manner that permits replacement with full-size units.
- B. Support and protect remaining stonework that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Remove in an undamaged condition as many whole stone units as possible.
1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, brushes, and water.
  2. Remove sealants by cutting close to stone with utility knife and cleaning with solvents.
  3. Store stone for reuse. Store off ground, on skids, and protected from weather.
- E. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Replace removed damaged stone with other removed stone[ and salvaged stone] in good quality, where possible, or with new stone matching existing stone, including size. Do not use broken units unless they can be cut to usable size.
- G. Do not allow face bedding of stone. Before setting, inspect to verify that each stone has been cut so that, when it is set in final position, natural bedding planes are essentially horizontal except for arches, where bedding planes are essentially radial or vertical, but perpendicular to the wall]. Reject and replace stone with vertical bedding planes except as required for arches, lintels, and copings.
- H. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
1. Maintain joint width for replacement stone to match existing joints.
  2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- I. Set replacement stone with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting and set units in full bed of mortar unless otherwise indicated. Replace existing anchors with new anchors of size and type indicated.
1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing stonework.
  2. Rake out mortar used for laying stone before mortar sets and point new mortar joints in
    - a. repaired area to comply with requirements for repointing existing stone, and at same time as repointing of surrounding area.

3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

### **3.03 PAINTING STEEL UNCOVERED DURING THE WORK**

- A. Inspect steel exposed during stone removal. Where Architect determines that it is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:
  1. Remove paint, rust, and other contaminants according to SSPC-SP 3, "Power Tool Cleaning", as applicable to meet paint manufacturer's recommended preparation.
  2. Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
- B. If on inspection and rust removal, the cross section of a steel member is found to be reduced from rust by more than 1/16 inch, notify Architect before proceeding.

### **3.04 PARTIAL STONE REPLACEMENT**

- A. Remove defective portion of existing stone unit (backing stone). Carefully remove defective portion of stone by making vertical and horizontal saw cuts at face of backing stone and demolishing defective material to depth required for fitting partial replacement (dutchman).
  1. Make edges of backing stone at cuts smooth and square to each other and to finished surface; essentially rectangular. Make back of removal area flat and parallel to stone face.
  2. Do not overcut at corners and intersections. Hand trim to produce clean sharp corners with no rounding and no damage to existing work to remain.
  3. If existing stone that is to remain becomes damaged, remove damaged area and enlarge partial replacement as required.
- B. Remove mortar from joints that abut area of stone removal to same depth as stone was removed. Remove loose mortar particles and other debris from surfaces to be bonded and surfaces of adjacent stone units that will receive mortar by cleaning with stiff-fiber brush.
- C. Cut and trim partial replacement to accurately fit area where material was removed from backing stone. Fabricate to size required to produce joints between partial replacement and backing stone of no more than 1/16 inch of joint width and 2 inches in depth. Cut partial replacement so that, when it is set in final position, natural bedding planes will match the orientation of bedding planes of the backing stone unless otherwise indicated.
- D. Pinning: Before applying adhesive, prepare for mechanical anchorage consisting of 1/4-inch-diameter, stainless-steel pins set into 1/4-inch-diameter holes drilled at a 45-degree downward angle through face of partial replacement and into backing stone. Center and space pins between 3 and 5 inches apart and at least 2 inches from any edge. Insert pins at least 2 inches into backing stone and 2 inches into partial replacement with end countersunk at least 3/4 inch from exposed face of partial replacement.
- E. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch-diameter, stainless-steel pins set into 1/4-inch-diameter holes drilled into backing stone and into, but not through, the partial replacement. Center and space pins between 3 and 5 inches apart and at least 2 inches from any edge. Insert pins at least 2 inches into backing stone and 2 inches into partial replacement, but no closer than 3/4 inch from exposed face of partial replacement.
- F. Apply stone-to-stone adhesive to comply with adhesive manufacturer's written instructions. Coat bonding surfaces of backing stone and partial replacement, completely filling all crevices and voids.

- G. Apply partial replacement while adhesive is still tacky and hold securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of partial replacement with face of backing stone.
- H. Clean adhesive residue from exposed surfaces and patch chipped areas and exposed drill holes as specified in "Stone Patching" Article.

### **3.05 STONE-FRAGMENT REPAIR**

- A. Carefully remove cracked or fallen stone fragment indicated to be repaired. Reuse only stone fragment that is in sound condition.
- B. Remove soil, loose particles, mortar, and other debris or foreign material, from fragment surfaces to be bonded and from parent stone where fragment had broken off, by cleaning with stiff-fiber brush.
- C. Pinning: Before applying adhesive, prepare for mechanical anchorage consisting of 1/4-inch- diameter, stainless-steel pins set into 1/4-inch- diameter holes drilled at a 45-degree downward angle through face of fragment and into parent stone. Center and space pins between 3 and 5 inches apart and at least 2 inches from any edge. Insert pins at least 2 inches into parent stone and 2 inches into fragment with end countersunk at least 3/4 inch from exposed face of fragment.
- D. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch- diameter, stainless-steel pins set into 1/4- inch-diameter holes drilled into parent stone and into, but not through, the fragment.[ Center and space pins between 3 and 5 inches apart and at least 2 inches from any edge. Insert pins at least 2 inches into parent stone and 2 inches into fragment, but no closer than 3/4 inch from exposed face of fragment.
- E. Apply stone-to-stone adhesive to comply with adhesive manufacturer's written instructions. Coat bonding surfaces of fragment and parent stone, completely filling all crevices and voids.
- F. Fit stone fragment onto parent stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of fragment with face of parent stone.
- G. Clean adhesive residue from exposed surfaces and patch chipped areas and exposed drill holes as specified in "Stone Patching" Article.

### **3.06 CRACK INJECTION**

- A. General: Comply with cementitious crack-filler manufacturer's written instructions.
- B. Drill 1/4-inch-diameter injection holes as follows:
  - 1. Transverse Cracks Less Than 3/8 inch Wide: Drill holes through center of crack at 12 to 18 inches o.c.
  - 2. Transverse Cracks More Than 3/8 inch Wide: Drill holes through center of crack at 18 to 36 inches o.c.
  - 3. Delaminations: Drill holes at approximately 18 inches .c. both vertically and horizontally.
  - 4. Drill holes 2 inches deep. Where possible drill holes in mortar joints.
- C. Clean out drill holes and cracks with compressed air and water. Remove dirt and organic matter, loose material, sealants, and failed crack repair materials.
- D. Place plastic injection ports in drilled holes and seal face of cracks between injection ports with clay or other nonstaining, removable plugging material. Leave openings at upper ends of cracks for air release.
- E. Inject cementitious crack filler through ports sequentially, beginning at one end of area and working to opposite end; where possible, begin at lower end of injection area and work upward. Inject filler until it extrudes from adjacent ports. After port has been injected, plug with clay or other suitable material and begin injecting filler at adjacent

port, repeating process until all ports have been injected.

- F. Clean cementitious crack filler from face of stone before it sets by scrubbing with water.
- G. After cementitious crack filler has set, remove injection ports, plugging material, and excess filler. Patch injection holes and surface of cracks as specified in "Stone Patching" Article.

### **3.07 CLEANING STONE, GENERAL**

- A. Proceed with cleaning in an orderly manner; work from bottom to top of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water will not wash over cleaned, dry surfaces.
- B. Use only those cleaning methods indicated for each stone material and location.
  - 1. Do not use wire brushes or brushes that are not resistant to chemical cleaner being used. Do not use plastic-bristle brushes if natural-fiber brushes will resist chemical cleaner being used.
  - 2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage stone.
    - a. Equip units with pressure gages.
  - 3. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone-shaped spray tip.
  - 4. For water-spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
  - 5. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F at flow rates indicated.
  - 6. For steam application, use steam generator capable of delivering live steam at nozzle.
- C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging stone surfaces.
- D. Water Application Methods:
  - 1. Water-Soak Application: Soak stone surfaces by applying water continuously and uniformly to limited area for time indicated. Apply water at low pressures and low volumes in multiple fine sprays using perforated hoses or multiple spray nozzles. Erect a protective enclosure constructed of polyethylene sheeting to cover area being sprayed.
  - 2. Water-Spray Applications: Unless otherwise indicated, hold spray nozzle at least 6 inches from surface of stone and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- E. Chemical-Cleaner Application Methods: Apply chemical cleaners to stone surfaces to comply with chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50 psi. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.
- F. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
  - 1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.
- G. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

### 3.08 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from stone surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil or debris from open joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used. Extraneous substances include paint, calking, asphalt, and tar.
  - 1. Carefully remove heavy accumulations of material from surface of stone with sharp chisel. Do not scratch or chip stone surface.
  - 2. Remove asphalt and tar with solvent-type paint remover.
    - a. Comply with requirements in "Paint Removal" Article.
    - b. Apply paint remover only to asphalt and tar by brush without prewetting.
    - c. Allow paint remover to remain on surface for 10 to 30 minutes.
    - d. Repeat application if needed.

### 3.09 CLEANING STONEMWORK

- A. Cold-Water Soak:
  - 1. Apply cold water by intermittent spraying to keep surface moist.
  - 2. Use perforated hoses or other means that will apply a fine water mist to entire surface being cleaned.
  - 3. Apply water in cycles with at least 30 minutes between cycles.
  - 4. Continue spraying until surface encrustation has softened sufficiently to permit its removal by water wash, as indicated by cleaning tests.
  - 5. Continue spraying for 72 hours.
  - 6. Remove soil and softened surface encrustation from stone with cold water applied by low-pressure spray.
- B. Cold-Water Wash: Use cold water applied by medium-pressure spray.
- C. Detergent Cleaning:
  - 1. Wet stone with water applied by low-pressure spray.
  - 2. Scrub stone with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that stone surface remains wet.
  - 3. Rinse with water applied by medium-pressure spray to remove detergent solution and soil.
  - 4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.
- D. Mold, Mildew, and Algae Removal:
  - 1. Wet stone with water applied by low-pressure spray.
  - 2. Apply mold, mildew, and algae remover by brush[ or low-pressure spray].
  - 3. Scrub stone with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and
    - a. crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that stone surface remains wet.
  - 4. Rinse with water applied by medium-pressure spray to remove mold, mildew, and algae remover and soil.
  - 5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.
- E. One-Part Limestone Chemical Cleaning:
  - 1. Wet stone with water applied by low-pressure spray.

2. Apply cleaner to stone by brush[ or low-pressure spray]. Let cleaner remain on surface for period recommended by chemical-cleaner manufacturer.
  3. Immediately repeat application of one-part limestone cleaner as indicated above over the same area.
  4. Rinse with water applied by medium-pressure spray to remove chemicals and soil.
- F. Two-Part Limestone Chemical Cleaning:
1. Wet stone with cold water applied by low-pressure spray.
  2. Apply alkaline prewash cleaner to stone by brush or roller. Let cleaner remain on surface for period recommended by chemical-cleaner manufacturer unless otherwise indicated.
  3. Rinse with cold water applied by medium-pressure spray to remove chemicals and soil.
  4. Apply acidic afterwash cleaner to stone in two applications, while surface is still wet, using low-pressure spray equipment, deep-nap roller or soft-fiber brush. Let neutralizer remain on surface for period recommended by manufacturer unless otherwise indicated.
  5. Rinse with cold water applied by medium-pressure spray to remove chemicals and soil.
  6. Repeat cleaning procedure above where required to produce cleaning effect established by mockup. Do not repeat more than once.

### 3.10 EFFLORESCENCE (SALT) REMOVAL

- A. Work in this section is intended to remove soluble salts in the form of efflorescence and subflorescence. Assume three applications for bid purposes. The exact number of applications will be determined by testing to be completed during construction. Contractor will be required to retain representative samples of used poultice material after each application, and to provide samples of that material to the Architect.
1. Use pure attapulgitic clay for poultice. No additional reagents required. Mix all materials off site.
  2. Add water until material achieves a trowelable, plastic consistency.
  3. Pre-wet surface with clean, potable water.
  4. Apply mix to surface, approximately ¼-½ inch thickness.
  5. Cover with poly plastic. Seal with low-adhesion duct tape at perimeter of plastic.
  6. Allow to dwell on surface 24 hours.
  7. Remove plastic. Allow poultice to dry until it cracks and breaks adhesion with the masonry surface; drying to this stage may take a week or longer depending on relative humidity and temperature.
  8. Remove any adhering poultice material with plastic trowels. Retain at least 8 ounces of used poultice material after removal for testing. Contain and dispose of remainder as necessary.
  9. Rinse surface with clean water to remove clay haze

### 3.11 REPOINTING STONEMWORK

- A. Rake out and repoint joints to the following extent:
1. All joints in areas indicated.
  2. Cracked joints where cracks are 1/8 inch or more in width and of any depth.
  3. Joints where they are worn back 1/4 inch or more from surface.
  4. Joints where they are deteriorated to point that mortar can be easily removed by hand, without tools.
  5. Joints where they have been filled with substances other than mortar.
  6. Joints indicated as sealant-filled joints.
- B. Rake out joints as follows, according to procedures demonstrated in approved mockup:
1. Remove mortar from joints to depth of 2 times joint width, but not less than 1/2 inch or not less than that required to expose sound, unweathered mortar.

2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Architect.
    - a. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet. Strictly adhere to approved quality-control program.
- C. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.
- D. Pointing with Mortar:
1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
  2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
  3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.
  4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
  5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
    - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
    - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
  6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- E. Pointing with Sealant:
1. After raking out, keep joints dry and free of mortar and debris.
  2. Clean and prepare joint surfaces according to Section 079200 "Joint Sealants." Prime joint surfaces unless sealant manufacturer recommends against priming. Do not allow primer to spill or migrate onto adjoining surfaces.
  3. Fill sealant joints with specified joint sealant according to Section 079200 "Joint Sealants" and the following:
    - a. Install cylindrical sealant backing beneath the sealant except where space is insufficient. There, install bond-breaker tape.
    - b. Install sealant using only proven installation techniques that will ensure that sealant will be deposited in a uniform, continuous ribbon, without gaps or air pockets, and with complete wetting of the joint bond surfaces equally on both sides. Fill joint flush with surrounding stonework and matching the contour of adjoining mortar joints.
    - c. Install sealant as recommended by sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead:
      - 1) Fill joints to a depth equal to joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.

- d. Immediately after first tooling, apply ground-mortar aggregate to sealant, gently pushing aggregate into the surface of sealant. Retool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant and aggregate from surfaces adjacent to joint.
  - e. Do not allow sealant to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces, particularly rough textures. Remove excess and spillage of sealant promptly as the work progresses. Clean adjoining surfaces by the means necessary to eliminate evidence of spillage, without damage to adjoining surfaces or finishes, as demonstrated in an approved mockup.
4. Cure sealant according to Section 07 90 05 "Joint Sealants."
- F. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

### **3.12 FINAL CLEANING**

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic cleaners on the limestone.
- B. Wash adjacent woodwork and other nonstone surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash pavement surfaces to remove mortar, dust, dirt, and stains.

### **3.13 FIELD QUALITY CONTROL**

- A. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.

**END OF SECTION 040140**

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**SECTION 05 1200  
STRUCTURAL STEEL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Structural steel framing members and base plates.
- B. Grouting under base plates.

**1.02 REFERENCE STANDARDS**

- A. AISC (MAN) - Steel Construction Manual; 2023.
- B. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges; 2022.
- C. AISC 325 - Steel Construction Manual; 2017.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- E. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished; 2018.
- F. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- G. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- H. ASTM A449 - Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use; 2014 (Reapproved 2020).
- I. ASTM A514/A514M - Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding; 2022.
- J. ASTM A563/A563M - Standard Specification for Carbon and Alloy Steel Nuts (Inch and Metric); 2021a.
- K. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel; 2021, with Editorial Revision.
- L. ASTM A992/A992M - Standard Specification for Structural Steel Shapes; 2022.
- M. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable; 2020.
- N. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2023.
- O. ASTM C827/C827M - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures; 2023.
- P. ASTM F436/F436M - Standard Specification for Hardened Steel Washers Inch and Metric Dimensions; 2019.
- Q. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength; 2020.
- R. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength; 2022.
- S. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- T. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021.

- U. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- V. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019.
- W. SSPC-SP 3 - Power Tool Cleaning; 2018.
- X. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

### 1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
  - 2. Connections not detailed.
  - 3. Indicate cambers and loads.
  - 4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.

### 1.04 QUALITY ASSURANCE

- A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."
- B. Structural steel members designated as architecturally-exposed structural steel (AESS) to also comply with Section 05 1213.
- C. Fabricator: Company specializing in performing the work of this section with minimum three years of documented experience.
- D. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and no more than 12 months before start of scheduled welding work.
- E. Fabricator Qualifications: A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel in accordance with IAS AC172.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Steel Angles and Plates: ASTM A36/A36M.
- B. Steel W Shapes and Tees: ASTM A992/A992M.
- C. Steel Plate: ASTM A514/A514M.
- D. Structural Bolts and Nuts: Carbon steel, ASTM A307, Grade A and galvanized in compliance with ASTM A153/A153M Class C.
- E. High-Strength Structural Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, with matching compatible ASTM A563/A563M nuts and ASTM F436/F436M washers.
- F. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- G. Grout: ASTM C1107/C1107M; Non-shrink; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
  - 1. Minimum Compressive Strength at 48 Hours: 2,000 pounds per square inch (13.7 MPa).
  - 2. Minimum Compressive Strength at 28 Days: 7,000 pounds per square inch (48 MPa).
  - 3. Height Change, Plastic State; when tested according to ASTM C827/C827M:
    - a. Maximum: Plus 4 percent.

- b. Minimum: Plus 1 percent.
- H. Shop and Touch-Up Primer: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction.

## **2.02 FABRICATION**

- A. Shop fabricate to greatest extent possible.
- B. Continuously seal joined members by continuous welds. Grind exposed welds smooth.
- C. Fabricate connections for bolt, nut, and washer connectors.

## **2.03 FINISH**

- A. Prepare structural component surfaces in accordance with SSPC-SP 6.
- B. Leave structural steel members un-primed.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.

### **3.02 ERECTION**

- A. Erect structural steel in compliance with AISC 303.
- B. Allow for erection loads and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Do not field cut or alter structural members without approval of Architect.
- D. Complete High Performance coating with base plate before installation of the new steel beams
- E. Grout solidly between column plates and bearing surfaces, complying with manufacturer's instructions for nonshrink grout. Trowel grouted surfaces smooth, splaying neatly to 45 degrees.

### **3.03 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).

**END OF SECTION**

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**SECTION 05 7000  
DECORATIVE METAL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. New bronze base shoes to work with existing bronze handrails supports.

**1.02 RELATED REQUIREMENTS**

- A. Section 04 0140 - Maintenance of Stone Assemblies: Granite stair treads

**1.03 REFERENCE STANDARDS**

- A. ASTM B138/B138M - Standard Specification for Manganese Bronze Rod, Bar, and Shapes; 2011 (Reapproved 2017).
- B. AWS C3.4M/C3.4 - Specification for Torch Brazing; 2016.
- C. AWS C3.5M/C3.5 - Specification for Induction Brazing; 2016, with Amendment (2017).
- D. AWS C3.9M/C3.9 - Specification for Resistance Brazing; 2020.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's product data, including description of materials, components, finishes, fabrication details, anchors, and accessories.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Decorative Metal Railings - Custom base shoe:
  - 1. Max-Cast Sculpture and Foundry Services, Kalona, Iowa. Phone (319) 656-5365.
  - 2. Vinnetti's Bronze Foundry, Cedar Rapids Iowa. Phone (800) 882-5901.
  - 3. BronzeAge Art Casting LLC, Sioux Falls South Dakota. Phone (605) 977-7644.
  - 4. Fall River Foundry, Fall River, WI 53932. Phone (920)-484-3311.
  - 5. Substitutions: See Section 01 6000 - Product Requirements.

**2.02 MATERIALS**

- A. Bronze Components: ASTM B138/B138M.
  - 1. Concealed: Alloy 280 muntz metal; color similar to alloy 385.
  - 2. Exposed: Architectural extruded bronze; color similar to alloy 280.
  - 3. Bronze Finish: US10B - Antique Bronze, Oiled finish.

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. Protect existing work.
- B. Review installation drawings before beginning installation. Coordinate diagrams, templates, instructions, and directions for installation of anchorages and fasteners.
- C. Clean surfaces to receive units. Remove materials and substances detrimental to the installation.

**3.02 INSTALLATION**

- A. Comply with manufacturer's drawings and written instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, and with tight joints, except where necessary for expansion.
- C. Anchor securely to structure.
- D. Conceal anchor bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.

- E. Isolate dissimilar materials with bituminous coating, bushings, grommets, or washers to prevent electrolytic corrosion.

**3.03 CLEANING**

- A. Remove protective film from exposed metal surfaces.
- B. Metal: Clean exposed metal finishes with potable water and mild detergent, in accordance with manufacturer recommendations; do not use abrasive materials or chemicals, detergents, or other substances that may damage the material or finish.

**3.04 PROTECTION**

- A. Protect installed components and finishes from damage after installation.
- B. Repair damage to exposed finishes to be indistinguishable from undamaged areas.
  - 1. If damage to finishes and components cannot be repaired to be indistinguishable from undamaged finishes and components, replace damaged items.

**END OF SECTION**

**SECTION 07 1400  
FLUID-APPLIED WATERPROOFING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Polyurethane waterproofing.
- B. Cant strips and other accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 3000 - Cast-in-Place Concrete: Concrete substrate.

**1.03 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM C836/C836M - Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course; 2018 (Reapproved 2022).
- C. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016 (Reapproved 2021).
- D. ASTM D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact; 2020.
- E. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2005 (Reapproved 2010).
- F. ASTM D4541 - Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers; 2022.
- G. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.
- H. NRCA (WM) - The NRCA Waterproofing Manual; 2021.

**1.04 SUBMITTALS**

- A. Product Data: Provide data for membrane, surface conditioner, flexible flashings, joint cover sheet, and joint and crack sealants.
- B. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.

**1.05 FIELD CONDITIONS**

- A. Maintain ambient temperatures above 40 degrees F (5 degrees C) for 24 hours before and during application and until cured.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Polyurethane Waterproofing:
  - 1. Tremco Commercial Sealants & Waterproofing; TREMproof 250GC: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle). Existing product was used for the top of the north stairs in project completed in 2017.
  - 2. Substitutions: See Section 01 6000 - Product Requirements. Must be compatible to TREMproof 250GC.

**2.02 FLUID-APPLIED WATERPROOFING MATERIALS**

- A. Polyurethane Waterproofing: Cold-applied, high solids content polyurethane waterproofing complying with ASTM C836/C836M.
  - 1. Cured Thickness: 60 mil, 0.060 inch (1.52 mm), minimum.
  - 2. Tensile Strength: 400 psi (2.758 MPa), minimum, measured in accordance with ASTM D412.

3. Ultimate Elongation: 168 percent, minimum, measured in accordance with ASTM D412.
4. Durometer Hardness, Type A: 30, minimum, in accordance with ASTM D2240.
5. Adhesion: 150 psi (1.03 MPa), minimum, measured in accordance with ASTM D4541.

### **2.03 ACCESSORIES**

- A. Sealant for Joints and Cracks in Substrate: Type compatible with waterproofing material and as recommended by waterproofing manufacturer.
- B. Cant Strips: Premolded composition material.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of waterproofing system.
- C. Verify that substrate surfaces are smooth, free of honeycomb or pitting, and not detrimental to full contact bond of waterproofing materials.
- D. Verify that items penetrating surfaces to receive waterproofing are securely installed.
- E. Where existing conditions are responsibility of another installer, notify Architect of unsatisfactory conditions.
- F. Do not proceed with this work until unsatisfactory conditions have been corrected.

### **3.02 PREPARATION**

- A. Protect adjacent surfaces from damage not designated to receive waterproofing.
- B. Clean and prepare surfaces to receive waterproofing in accordance with manufacturer's instructions; vacuum substrate clean.
- C. Do not apply waterproofing to surfaces unacceptable to waterproofing manufacturer.
- D. Fill non-moving joints and cracks with a filler compatible with waterproofing materials.
- E. Seal moving cracks with sealant and non-rigid filler, using procedures recommended by sealant and waterproofing manufacturers.
- F. Install cant strips at inside corners.

### **3.03 INSTALLATION**

- A. Install waterproofing to specified minimum thickness in accordance with manufacturers instructions and NRCA (WM) applicable requirements.
- B. At joints and cracks less than 1/2 inch (13 mm) in width including joints between horizontal and vertical surfaces, apply 12 inch (300 mm) wide strip of joint cover sheet.
- C. Apply extra thickness of waterproofing material at corners, intersections, and angles.
- D. Flexible Flashings: Seal items watertight that penetrate through waterproofing membrane with flexible flashings.
- E. Seal membrane and flashings to adjoining surfaces.

### **3.04 PROTECTION**

- A. Do not permit traffic over unprotected or uncovered membrane.

**END OF SECTION**

**SECTION 07 9005  
JOINT SEALERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sealants and joint backing.

**1.02 REFERENCE STANDARDS**

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014a.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.

**1.03 UNIT PRICES**

- A. Work of this Section is affected by unit prices specified in Section 01 2200 "Unit Prices".
  - 1. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.
  - 2. Install sealant as part of repointing stonework and site in additional locations not indicated on the drawings.

**1.04 SUBMITTALS**

- A. See Section 01 3300 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating sealant performance criteria, limitations, and color availability.
- C. Manufacturer's Installation Instructions: Indicate special procedures and surface preparation.

**1.05 MOCK-UP**

- A. Provide color verification mock-up of sealant joints in conjunction with interior wall:
- B. Construct mock-up with specified sealant types and with other components noted.
- C. Locate where directed.
- D. Mock-up may remain as part of the Work.

**1.06 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Gunnable and Pourable Sealants:
  - 1. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 2. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
  - 3. Dow Corning Corporation: [www.dowcorning.com](http://www.dowcorning.com).
  - 4. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 5. Sika Corporation: [www.sikaconstruction.com](http://www.sikaconstruction.com).
  - 6. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).
- B. High-Performance Exterior Silicone Sealants:
  - 1. Dow Corning Corporation; Product 756 SMS: [www.dowcorning.com](http://www.dowcorning.com).
  - 2. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 3. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 4. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).

## **2.02 SEALANTS**

- A. High-Performance Exterior Silicone Sealants: ASTM C920, Grade NS, Uses NT, A, G, M[<>]; single component, solvent curing, non-sagging, non-staining, non-bleeding.
  - 1. Color: To be selected by Architect from manufacturer's standard range.
  - 2. Applications: Use for:
    - a. Joints between stone.

## **2.03 ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- C. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave.

### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

### **3.05 PROTECTION**

- A. Protect sealants until cured.

**END OF SECTION**

**SECTION 09 2400  
CEMENT PLASTERING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cement plastering.

**1.02 REFERENCE STANDARDS**

- A. ASTM C91/C91M - Standard Specification for Masonry Cement; 2018.
- B. ASTM C150/C150M - Standard Specification for Portland Cement; 2020.
- C. ASTM C206 - Standard Specification for Finishing Hydrated Lime; 2014 (Reapproved 2022).
- D. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2018.
- E. ASTM C897 - Standard Specification for Aggregate for Job-Mixed Portland Cement-Based Plasters; 2015 (Reapproved 2020).
- F. ASTM C926 - Standard Specification for Application of Portland Cement-Based Plaster; 2023a.
- G. ASTM C932 - Standard Specification for Surface-Applied Bonding Compounds for Exterior Plastering; 2006 (Reapproved 2019).
- H. ASTM C1328/C1328M - Standard Specification for Plastic (Stucco) Cement; 2023.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide data on plaster materials and trim accessories.
- C. Installer's Qualification Statement.

**1.04 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.
- B. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document that prescribes execution requirements.

**1.05 MOCK-UPS**

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Mock-Up Panel: Construct a 4 foot wide by 4 foot high (1200 mm wide by 1200 mm high) sample panel of plaster work at the jobsite demonstrating installation procedures, finish texture, and color. Show each phase of installation including framing and reinforcement.
  - 1. Mock-up may remain as part of this work.
  - 2. Note existing plaster is gypsum plaster and has been damaged, match the finish of new plaster to be smooth to match undamaged gypsum plaster.

**1.06 FIELD CONDITIONS**

- A. Interior Plaster Work: Maintain minimum ambient temperature of 50 degrees F (10 degrees C) during installation of plaster and until fully cured.

**PART 2 PRODUCTS**

**2.01 CEMENT PLASTER APPLICATIONS**

- A. Solid Plaster Base: Brick.
  - 1. Plaster Type: Jobsite mixed plaster.
  - 2. Number of Coats: Three.
  - 3. First Coat: Apply to a nominal thickness of 1/4 inch (6 mm).
  - 4. Second Coat: Apply to a nominal thickness of 1/4 inch (6 mm).

5. Finish Coat: Apply to a nominal thickness of 1/8 inch (3 mm).

## **2.02 JOBSITE MIXED CEMENT PLASTER**

### **A. Materials:**

1. Portland Cement: ASTM C150/C150M, Type I.
  - a. Finish Coat: White color.
2. Masonry Cement: ASTM C91/C91M, Type N.
3. Plastic Cement: ASTM C1328/C1328M.
4. Lime: ASTM C206 Type S.
5. Sand: Clean, well graded, and complying with ASTM C897.
6. Water: Clean, fresh, potable, and free of mineral or organic matter that could adversely affect plaster.

### **B. Plaster Mixes: Proportioned in accordance with ASTM C926; parts by volume.**

1. First Coat Over High Absorption Solid Base:
  - a. Plaster Mix "CM": One part Portland cement, and one part Type N masonry cement.
  - b. Minimum 2-1/2 parts and maximum 4 parts sand, per total volume of cementitious materials.
  - c. Fiber reinforcement at 1-1/2 lbs (0.7 kg) per sack of cement.
2. Second Coat: Same mixture as first coat, without fiber reinforcement, except minimum 3 parts and maximum 5 parts sand.
3. Finish Coat:
  - a. Plaster Mix "FCM": One part Portland cement, and one part Type N masonry cement.
  - b. Minimum 1-1/2 parts and maximum 3 parts sand, per total volume of cementitious materials.

## **2.03 ACCESSORIES**

- ### **A. Bonding Compound: Provide type recommended for bonding plaster to solid surfaces, complying with ASTM C932.**
1. Manufacturers:
    - a. Larsen Products Corp; Weldcrete: [www.larsenproducts.com/#sle](http://www.larsenproducts.com/#sle).

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- #### **A. Verify existing conditions are acceptable prior to starting this work.**

### **3.02 PREPARATION**

- #### **A. Dampen masonry surfaces to reduce excessive suction.**
- #### **B. Roughen smooth concrete surfaces and apply bonding compound in accordance with manufacturer's written installation instructions.**

### **3.03 MIXING**

- #### **A. Mix only as much plaster as can be used prior to initial set.**
- #### **B. Mix materials dry, to uniform color and consistency, before adding water.**
- #### **C. Protect mixtures from frost or freezing temperatures, contamination, and excessive evaporation.**

### **3.04 APPLICATION**

- #### **A. Apply plaster in accordance with manufacturer's written instructions and comply with ASTM C926.**
- #### **B. Base Coats:**
1. Apply base coat(s) to fully embed lath and to specified thickness.
  2. Follow guidelines in ASTM C926 and manufacturer's written installation instructions for moist curing base coats and application of subsequent coats.

- C. Leveling Coat:
  - 1. Apply leveling coat to specified thickness.
- D. Finish Coats:
  - 1. Cement Plaster:
    - a. Apply with sufficient material and pressure to ensure complete coverage of base to specified thickness.
    - b. Apply desired surface texture while mix is still workable.
    - c. Float to a consistent finish.

### **3.05 TOLERANCES**

- A. Maximum Variation from True Flatness: 1/4 inch in 10 feet (6 mm in 3 m).

**END OF SECTION**

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**SECTION 09 9600  
HIGH-PERFORMANCE COATINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. High Performance Coatings.
- B. Surface preparation.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 9113 - Exterior Painting; painting of exterior wood and metals not scheduled for High Performance Coatings.
- B. Hazardous Building Materials Survey Report, copy provided in the front end of this specification by Atlas Technical Consultants for information to the bidders.

**1.03 REFERENCE STANDARDS**

- A. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- D. SSPC-SP 2 - Hand Tool Cleaning; 2018.
- E. SSPC-SP 3 - Power Tool Cleaning; 2018.
- F. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

**1.04 SUBMITTALS**

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified coating system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
  - 3. Color submittals will not be considered until color submittals for major materials not to be painted, such as prefinished metals, have been approved.
  - 4. Final acceptance of colors will be from samples applied on the job (see Mock-up below).

**1.05 QUALITY ASSURANCE**

- A. Maintain one copy of each referenced document that applies to application on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.

**1.06 MOCK-UP**

- A. See Section 01 4000 - Quality Requirements, for general requirements.
- B. Locate where directed.
- C. Mock-up may remain as part of the work.

### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of coating, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Coating Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

### **1.08 FIELD CONDITIONS**

- A. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the coating product manufacturer.
- C. Do not install materials when temperature is below 55 degrees F (13 degrees C) or above 90 degrees F (32 degrees C).
- D. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.
- F. Restrict traffic from area where coating is being applied or is curing.

### **1.09 WARRANTY**

- A. See Section 01 7700 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for bond to substrate.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide high performance coating products from the same manufacturer to the greatest extent possible.
  - 1. In the event that a single manufacturer cannot provide specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
  - 2. Substitution of other products by the same manufacturer is preferred over substitution of products by a different manufacturer.
  - 3. Substitution of a different high performance coating system using MPI-approved products by the same manufacturer will be considered.
- B. High-Performance Coatings:
  - 1. Carboline Company: [www.carboline.com](http://www.carboline.com).
  - 2. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 3. Pratt & Lambert Paints: [www.prattandlambert.com](http://www.prattandlambert.com).
  - 4. Precision Coatings: [www.precisioncoatingsinc.com](http://www.precisioncoatingsinc.com).
  - 5. Sika Corporation: [www.sikafloorusa.com](http://www.sikafloorusa.com).
  - 6. Sherwin-Williams Company: [www.protective.sherwin-williams.com/industries](http://www.protective.sherwin-williams.com/industries).
  - 7. **BASIS OF DESIGN:** Tnemec Company, Inc: [www.tnemec.com](http://www.tnemec.com).

### **2.02 HIGH-PERFORMANCE COATINGS - GENERAL**

- A. Media Blast:
  - 1. Sponge-Jet blasting at 100 psi with our 30/40 White Plastic Sponge Media. Basis of Design.

2. Other media blasting options must be approved by the Architect before bidding and must be able to not etch the glass and be captured while recovering the media.
  3. Dust barriers must be placed for any of the interior of the building blasting.
  4. Substitutions: Section 01 6000-Product Requirements.
- B. Rust Preventive System (Basis of Design):
1. www.por15.com, Phone number 1.800.457.6715.
  2. Step 1: POR-15 Cleaner Degreaser removes grease, oil, dirt, and grime in one application without leaving residues, noxious fumes, or flammable solvents.
  3. Step 2: POR-15 Metal Prep provides the best adhesion for POR-15 Rust Preventive Coating on any metal surfaces.
  4. Step 3: POR-15 Rust Preventive Coating, high-performance rust preventive coating designed for application directly on stable rust or seasoned metal surfaces. Provides permanent rust protection with a hammer-tough finish resistant to acids, alkalis, oils, and repels all fuels. Must be top coated as this is not VU stable.
  5. Structural Strength Measures:
    - a. ASTM C-580 Flexural Strength - measures flexural strength and modulus of elasticity. 5,200 pounds per square inch.
    - b. ASTM C-579 Compressive Strength - measures compressive strength, the capacity of axially directed pushing forces. 12,500 pounds per square inch - Verified. Not tested to failure.
    - c. ASTM C-307 Tensile Strength - measures the tensile strength of cured chemical-resistant materials. 3,200 pounds per square inch.
  6. Abrasion Resistance:
    - a. ASTM C-501 Taber Abraser- abrasive wear by determination of the loss of weight resulting from abrasion. In two separate tests, POR-15 Rust Preventive had:
      - 1) No loss after 1,000 cycles with a 1,000 gram abramer
      - 2) Loss after 10,000 cycles with 1,000 gram abramer = 0.09 grams
  7. Substitutions: Section 01 6000-Product Requirements.
- C. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing 1 or more benzene rings).
  2. Restricted Components: Paints and coatings shall not contain any of the following:
    - a. Acrolein.
    - b. Acrylonitrile.
    - c. Antimony.
    - d. Benzene.
    - e. Butyl benzyl phthalate.
    - f. Cadmium.
    - g. Di (2-ethylhexyl) phthalate.
    - h. Di-n-butyl phthalate.
    - i. Di-n-octyl phthalate.
    - j. 1,2-dichlorobenzene.
    - k. Diethyl phthalate.
    - l. Dimethyl phthalate.
    - m. Ethylbenzene.
    - n. Formaldehyde.

- o. Hexavalent chromium.
  - p. Isophorone.
  - q. Lead.
  - r. Mercury.
  - s. Methyl ethyl ketone.
  - t. Methyl isobutyl ketone.
  - u. Methylene chloride.
  - v. Naphthalene.
  - w. Toluene (methylbenzene).
  - x. 1,1,1-trichloroethane.
  - y. Vinyl chloride.
- D. Colors: as indicated in color schedule or if not indicated, as selected by Architect from manufacturer's full range.

## 2.03 TYPICAL PAINT COATINGS

- A. Existing Ferrous Metals - Interior and Exterior Structure (see drawings): **HPC-1**
- 1. Surface Prep: SSPC-SP 6 (Commercial Blast Cleaning) or SSPC-SP 3 (Power Tool Cleaning as environment allows). Do NOT use blast cleaning in areas where it could damage existing materials beyond (such as copper in the upper lantern interior).
  - 2. Full Prime Coat: Tnemec Series 1071 Fluoronar at 2-6 mils DFT
  - 3. Full Finish Coat: Tnemec Series 1071 Fluoronar at 2-6 mils DFT
  - 4. Color: Tnemec Switchback 54BR interior and Briquet 49GR for exterior.
- B. New Ferrous Metals - Interior Structures (see drawings): **HPC-2**
- 1. Surface Prep: SSPC-SP 6 Commercial Blast Cleaning
  - 2. Full Prime Coat: Tnemec Series 115 Uni Bond DF at 7-9 mils DFT
  - 3. Full Finish Coat: Tnemec Series 1071 at 2.5-3.5 mils DFT

## 2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of coated surfaces.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Do not begin application of coatings until substrates have been properly prepared.
- C. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- D. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- E. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- F. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- G. Proceed with coating application only after unacceptable conditions have been corrected.
  - 1. Commencing coating application constitutes Contractor's acceptance of substrates and conditions.

### 3.02 PREPARATION

- A. Clean surfaces of loose foreign matter.

- B. Remove substances that would bleed through finished coatings. If unremovable, seal surface with shellac.
- C. Remove finish hardware, fixture covers, and accessories and store.
- D. Remove items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
- E. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulates.
- F. Existing Painted and Sealed Surfaces:
  - 1. Remove loose, flaking, and peeling paint. Feather edge and sand smooth edges of chipped paint.
  - 2. Clean with mixture of trisodium phosphate and water to remove surface grease and foreign matter.
- G. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.

### **3.03 COATING APPLICATION**

- A. Apply coatings in accordance with manufacturer's written instructions, to thicknesses specified and recommendations in "MPI Architectural Painting and Specification Manual".
- B. Use applicators and techniques suited for coating and substrate indicated.
- C. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.
- D. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
- E. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- F. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- G. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- H. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

### **3.04 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

**END OF SECTION**

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**SECTION 32 1313  
CONCRETE PAVING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete sidewalks replacement due to construction.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 9205 - Joint Sealants: Sealing joints.

**1.03 REFERENCE STANDARDS**

- A. ACI 211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.
- B. ACI 301 - Specifications for Concrete Construction; 2020.
- C. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000.
- D. ACI 305R - Guide to Hot Weather Concreting; 2020.
- E. ACI 306R - Guide to Cold Weather Concreting; 2016.
- F. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2020.
- G. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2018a.
- H. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2023.
- I. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2021.
- J. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2020.
- K. ASTM C150/C150M - Standard Specification for Portland Cement; 2020.
- L. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types); 2018.
- M. ASTM D1752 - Standard Specification for Preformed Sponge Rubber, Cork, and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction; 2018 (Reapproved 2023).

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on joint filler, admixtures, and curing compound.

**PART 2 PRODUCTS**

**2.01 PAVING ASSEMBLIES**

- A. Concrete Sidewalks: 4,000 psi (27.6 MPa) 28 day concrete, 5 inches (125 mm) thick, buff color Portland cement, light broom finish.

**2.02 FORM MATERIALS**

- A. Wood form material, profiled to suit conditions.
- B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752).

**2.03 REINFORCEMENT**

- A. Steel Welded Wire Reinforcement: Plain type, ASTM A1064/A1064M; in flat sheets; unfinished.

- B. Dowels: ASTM A615/A615M, Grade 40 - 40,000 psi (280 MPa) yield strength; deformed billet steel bars; unfinished finish.

#### **2.04 CONCRETE MATERIALS**

- A. Obtain cementitious materials from same source throughout.
- B. Cement: ASTM C150/C150M, Normal - Type I Portland cement, gray color.
- C. Fine and Coarse Mix Aggregates: ASTM C33/C33M.

#### **2.05 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
  - 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- D. Concrete Properties:
  - 1. Compressive strength, when tested in accordance with ASTM C39/C39M at 28 days; 3000 psi (20.7 MPa).

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

#### **3.02 SUBBASE**

- A. Prepare subbase in accordance with State of Iowa Highways standards.

#### **3.03 PREPARATION**

- A. Moisten base to minimize absorption of water from fresh concrete.

#### **3.04 FORMING**

- A. Place and secure forms to correct location, dimension, profile, and gradient.
- B. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

#### **3.05 REINFORCEMENT**

- A. Place reinforcement at top of slabs-on-grade.
- B. Interrupt reinforcement at contraction and expansion joints.
- C. Place dowels to achieve pavement and curb alignment as detailed.

#### **3.06 COLD AND HOT WEATHER CONCRETING**

- A. Follow recommendations of ACI 305R when concreting during hot weather.
- B. Follow recommendations of ACI 306R when concreting during cold weather.
- C. Do not place concrete when base surface temperature is less than 40 degrees F (4 degrees C), or surface is wet or frozen.

#### **3.07 PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304R.
- B. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.

### **3.08 JOINTS**

- A. Align curb, gutter, and sidewalk joints.
- B. Place 3/8 inch (10 mm) wide expansion joints at 20 foot (6 m) intervals and to separate paving from vertical surfaces and other components and in pattern indicated.
- C. Provide scored joints.
  - 1. To match existing joint layout.
- D. Saw cut contraction joints 3/16 inch (5 mm) wide at an optimum time after finishing.
  - Cut 1/3 into depth of slab.

### **3.09 FINISHING**

- A. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius ( 6 mm radius).

### **3.10 TOLERANCES**

- A. Maximum Variation of Surface Flatness: 1/4 inch (6 mm) in 10 ft (3 m).
- B. Maximum Variation From True Position: 1/4 inch (6 mm).

### **3.11 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
  - 1. Provide free access to concrete operations at project site and cooperate with appointed firm.
  - 2. Tests of concrete and concrete materials may be performed at any time to ensure conformance with specified requirements.
- B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

### **3.12 PROTECTION**

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian traffic over pavement for 7 days minimum after finishing.

**END OF SECTION**

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**SECTION 32 9223  
SODDING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preparation of subsoil.
- B. Placing topsoil and compost.
- C. Fertilizing.
- D. Sod installation (seeding is not an option).

**1.02 DEFINITIONS**

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

**1.03 REFERENCE STANDARDS**

- A. TPI (SPEC) - Guideline Specifications to Turfgrass Sodding; 2006.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Certificate: Certify grass species and location of sod source.
- C. Maintenance Contract.

**1.05 QUALITY ASSURANCE**

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience, and certified by the State of Iowa.

**1.06 REGULATORY REQUIREMENTS**

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of fertilizer and herbicide mixture.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver sod in rolls or on pallets. Protect exposed roots from dehydration.
- B. Do not deliver more sod than can be laid within 24 hours.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Sod: TPI, Certified Turfgrass Sod quality; cultivated grass sod; type indicated below; with strong fibrous root system, free of stones, burned or bare spots; containing no more than 2 weeds per 100 sq ft (9.3 sq m). Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.
  - 1. Kentucky Blue Grass Type: 100 percent.
    - a. Allowed Kentucky Bluegrass Cultivars
      - 1) 4-Seasons, Arrorhead, Award, Beyond, Blue Chip Plus, Concerto, Everest, Everglade, Liberator, Midnight, NuBlue, NuDestiny, NuGlade, Rubicon, Rugby II, Rush
- B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0. or below:
- C. Topsoil: Excavated from site and free of weeds.

- D. Compost: Well decomposed, stable, weed free; derived from food, agricultural or industrial residuals, biosolids, yard trimmings, or source-separated or mixed solid waste; with no objectionable odors and not resembling the raw material from which it was made; no substances toxic to plants.
  - 1. Gradation: 100 percent passing 3/8 inch (10 mm) screen.
  - 2. Moisture Content: 35 to 55 percent by weight.
  - 3. pH: 5.5 to 8.9.
  - 4. Not more than 1 percent man-made matter and without plastic items more than 2 inches (50 mm) in length.
- E. Fertilizer: As recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
- F. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.

## **2.02 ACCESSORIES**

- A. Wood Pegs: Softwood, sufficient size and length to ensure anchorage of sod on slope.

## **2.03 SOURCE QUALITY CONTROL**

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that prepared soil base is ready to receive the work of this section.

#### **3.02 PREPARATION**

- A. Prepare subgrade that has been disturbed by construction activity, place topsoil and compost, and till soils.

#### **3.03 FERTILIZING**

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod.
- D. Mix thoroughly into upper 2 inches (50 mm) of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

#### **3.04 LAYING SOD**

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod immediately after delivery to site to prevent deterioration.
- C. Lay sod smooth and tight with no open joints visible, and no overlapping; stagger end joints 12 inches (300 mm) minimum. Do not stretch or overlap sod pieces.
- D. Where new sod adjoins existing grass areas, align top surfaces.
- E. Where sod is placed adjacent to hard surfaces, such as curbs, pavements, etc., place top elevation of sod 1 inch (26 mm) below top of hard surface.
- F. On slopes 6 inches per foot (500 mm per m) and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet (600 mm) on center. Drive pegs flush with soil portion of sod.
- G. Water sodded areas immediately after installation. Saturate sod to 4 inches (100 mm) of soil.
- H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

#### **3.05 MAINTENANCE**

- A. Provide a separate maintenance contract for specified maintenance service.

- B. Maintain sodded areas immediately after placement for two cuttings. Both cuttings are but the contractor not the State of Iowa.
- C. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches (65 mm). Do not cut more than 1/3 of grass blade at any one mowing.
- D. Neatly trim edges and hand clip where necessary.
- E. Immediately remove clippings after mowing and trimming.
- F. Water to prevent grass and soil from drying out.
- G. Roll surface to remove irregularities.
- H. Immediately replace sod to areas that show deterioration or bare spots.
- I. Protect sodded areas with warning signs during maintenance period.

**3.06 WARRANTY**

- A. Upon final approval of sodded lawn establishment, warranty period shall begin.
- B. Established sodded lawns, shall be warranted for 6 months.

**END OF SECTION**

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# Appendix

- A. Hazardous Building Materials Survey – Atlas Proj. ID 204BS06470 (26 pages)

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# HAZARDOUS BUILDING MATERIALS SURVEY REPORT

## PREPARED FOR:

Samuels Group  
2929 Westown Parkway, Suite 200  
Des Moines, Iowa 50266

## PROJECT LOCATION:

DAS CC Capitol North & South Stairs Repair Project #9305  
Capitol Complex  
Des Moines, Iowa

Project Date: October 27, 2023

Report Date: November 14, 2023

Atlas Project ID: 204BS06470

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



November 14, 2023

Samuels Group  
Mr. Jerry Dehnke  
2929 Westown Parkway, Suite 200  
Des Moines, Iowa 50266

Re: Hazardous Building Materials Survey Report  
DAS CC Capitol North & South Stairs Repair Project #9305  
Des Moines, Iowa  
Atlas Project Number: 204BS06470

Atlas is pleased to submit the attached Hazardous Building Materials Survey Report for the DAS CC Capitol North & South Stairs Repair Project. This report includes procedures, methodologies and analytical laboratory results.

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

Sincerely,

**ATLAS TECHNICAL CONSULTANTS, LLC**

A handwritten signature in blue ink that reads "Eric Brown". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

---

Eric Brown  
Iowa Inspector  
(515) 981-4528

A handwritten signature in black ink that reads "Steve Hudson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

---

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

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## **APPENDICES**

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



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

DAS CC Capitol North & South Stairs Repair Project #9305  
Capitol Complex  
Des Moines, Iowa  
Atlas Project Number: 204BS06470

### **1.0 SCOPE OF SERVICES**

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

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

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

### **2.0 GENERAL SITE CONDITIONS**

The survey was conducted at the North & South Stairs located at the Capitol Complex in Des Moines, Iowa. The survey area was limited to the areas to be disturbed as part of planned renovation activities.

### **3.0 ASBESTOS SURVEY**

On October 27, 2023, the DAS CC Capitol North & South Stairs were inspected for asbestos-containing building materials by inspector Eric Brown of Atlas. Mr. Brown has completed the requisite training for asbestos accreditation as inspectors at a state approved training provider under TSCA Title II. Mr. Brown's State of Iowa Inspector number is 23-9474.

The planned renovation work areas were visually inspected for the presence of suspect asbestos-containing materials (ACM). Materials that were hidden, not accessible, or when sampled would damage the integrity of the structure, were not sampled as part of this survey. Materials visibly identified as non-asbestos (fibrous glass, foam rubber, wood, etc.) were not

sampled. The asbestos survey consisted of three basic steps: **1)** a visual inspection of the proposed work areas; **2)** a determination of homogeneous areas; and **3)** sampling accessible, friable and non-friable, suspect materials.

### 3.1 Regulation Review

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

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

### 3.2 Homogeneous Areas

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

### 3.3 Sampling Strategy

The sampling strategy incorporated AHERA requirements, quantities of suspect material, and the inspector’s judgment to aid in the identification of suspect asbestos-containing materials. If the analytical results indicated that all the samples collected per homogeneous area did not contain asbestos, then the homogeneous area (material) was considered non-asbestos-containing. However, if the analytical results of one or more of the samples collected per homogeneous area indicated that asbestos was present in quantities greater than one percent asbestos (as defined by EPA), all of the homogeneous area (material) was treated as an asbestos-containing material regardless of any other analytical results. Materials which were visually determined to be non-asbestos (i.e. fibrous glass, foam rubber,



etc.) by the accredited inspector were not required to be sampled. Actual collection of a bulk asbestos sample involves physically removing approximately one square inch (1 in<sup>2</sup>) of material and placing it in an airtight sample container. Sample containers were marked with a unique identification number, which was documented in the field notes.

### 3.4 Suspect Asbestos-Containing Materials

The following table contains a list of the twelve (12) identified suspect asbestos containing materials sampled:

<b>TABLE 1: SUSPECT ASBESTOS MATERIALS</b>		
<b>MATERIAL</b>	<b>LOCATION</b>	<b>SAMPLE NUMBER</b>
Skim Coat	South Wall Under Steps	C-1
Skim Coat	East Wall Under Steps	C-2-Skim Coat
Texture	East Wall Under Steps	C-2-Texture
Plaster	East Entrance	C-3-Plaster
Skim Coat	East Entrance	C-3-Skim Coat
Skim Coat	West Entrance	C-4
Concrete	West Entrance	C-5
Concrete	West Tunnel	C-6
Black Caulk	Outside	C-7
Gray Caulk	Outside	C-8
Black Caulk	Outside	C-9
Lt. Gray Caulk	North Steps	C-10
Black Caulk	North Steps	C-11



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

TABLE 2: IDENTIFIED ASBESTOS-CONTAINING MATERIALS				
MATERIAL	LOCATION	SAMPLE NUMBER	APPROX. QUANTITY	ASBESTOS CONTENT
No Asbestos-Containing Materials were identified.				

### 3.5 Laboratory Analytical Results

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

Laboratory test results are provided in Appendix A.

### 4.0 LEAD PAINT SURVEY

On October 27, 2023, the DAS CC Capitol North and South Stairs were inspected for lead paint by Eric Brown of Atlas. The purpose of the survey was to identify locations and concentrations of lead in paints and coatings on interior building components that may be disturbed as part of planned renovation activities.

#### 4.1 Inspection

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

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

Prior to demolition or renovation activities, all contractors involved should be notified regarding the presence of painted components under the guidelines of the OSHA Lead in



Construction standard 29 CFR 1926.62. Care should be exercised in acknowledging that the OSHA 29 CFR 1926.62 has no LBP threshold definition and is concerned with exposures generated by LBP disturbances, which may include materials containing less than 0.5% lead by weight. The OSHA regulations are based strictly on airborne lead concentrations; therefore, the measured lead concentration of the paint and the method of paint disturbance will both factor into the potential airborne hazard.

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

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

**4.2 Lead Paint Testing**

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

**TABLE 3: Lead Paint Sampling Summary**

Sample ID	Sample Location	Representative Material	Paint Color	Lead Content %
PC-C-1	Tunnel	Paint	Yellow	0.22
PC-C-2	Under Steps	Paint	Green	0.009
PC-C-3	Under Steps	Paint	Yellow	5.2
PC-C-4	East Entrance	Paint	Yellow	<0.008
PC-C-5	East Entrance	Paint	Green	<0.008
PC-C-6	West Entrance	Paint	Lt. Tan	<0.008
PC-C-7	West Entrance	Paint	Green	<0.008
PC-C-8	West Entrance	Paint	Black	2.7
PC-C-9	Stairs Outside	Paint	Black	0.042

- Lead-based paint was identified in samples PC-C-3 and PC-C-8.
- Lead-containing paint was identified in samples PC-C-1, PC-C-2, and PC-C-9.

This evaluation report can help the Owner develop a plan for renovating the building by having concentrations of lead in the paint identified. It is our understanding that the



information in this report will be provided to the contractors so that appropriate precautions can be made to minimize worker exposure to lead. If surface coatings with lead containing paint are handled improperly, exposure could occur to workers and future occupants of the facility.

**5.0 HAZARDOUS MATERIALS ASSESSMENT**

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

<b>TABLE 4: HAZARDOUS BUILDING MATERIALS</b>		
<b>Category</b>	<b>Material</b>	<b>Estimated Quantity</b>
<b>Poly-Chlorinated Biphenyl (PCBs)</b>	Transformers	N/A
	Transistors	N/A
	Light Ballasts	N/A
<b>Mercury</b>	Thermostats	N/A
	Switches/Relays	N/A
	Fluorescent Light Tubes	533 bulbs
	High Intensity Discharge lights	N/A
	Thermometers/ Manometers	N/A
<b>Batteries</b>	Smoke Detectors	142 (electronic)
	Emergency Lighting Systems	N/A
	Exit Signs	34
	Flashing Fire Alarms	54
<b>Chlorofluorocarbons (CFCs) or Hydro Chlorofluorocarbons (HCFCs)</b>	Refrigerators/Freezers/Chillers	N/A
<b>Low Level Radioactive Sources (LLR)</b>	Smoke/Fire Alarms	N/A

Hazardous materials or universal wastes identified in Table 4 shall be removed as part of the renovation contractor’s scope of work and disposed of according to US EPA Toxic



Substances Control Act (TSCA) and the State of Iowa regulations.

## 6.0 CONCLUSIONS

The following conclusions and recommendations are summarized as follows:

- No asbestos containing materials were identified in the proposed renovation work areas.
- Lead-based and lead-containing paints were identified 5 of the 9 surface coatings sampled.

## 7.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the October 27, 2023, Atlas hazardous building materials survey of the DAS CC Capitol North & South Stairs located at the Capitol Complex in Des Moines, Iowa.

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

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

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

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



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



# EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

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

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

EMSL Order: 042325780

Customer ID: ATC55

Customer PO:

Project ID:

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

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

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

**Received Date:** 10/28/2023 10:15 AM

**Analysis Date:** 11/03/2023

**Collected Date:** 10/27/2023

**Project:** Capitol Steps / 204BS06470

## 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
C-1 <small>042325780-0001</small>	S. Wall under Step - Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-2-Skim Coat <small>042325780-0002</small>	E. Wall under Step - Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-2-Texture <small>042325780-0002A</small>	E. Wall under Step - Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-3-Plaster <small>042325780-0003</small>	E. Entrance - Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-3-Skim Coat <small>042325780-0003A</small>	E. Entrance - Skim Coat	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-4 <small>042325780-0004</small>	W. Entrance - Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-5 <small>042325780-0005</small>	W. Entrance - Concrete	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-6 <small>042325780-0006</small>	W. Tunnel - Concrete	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-7 <small>042325780-0007</small>	Outside - Black Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-8 <small>042325780-0008</small>	Outside - Gray Caulk	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-9 <small>042325780-0009</small>	Outside - Black Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-10 <small>042325780-0010</small>	N. Steps - Lt. Gray Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-11 <small>042325780-0011</small>	N. Steps - Black Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 11/03/2023 17:20:24



# EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

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

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

EMSL Order: 042325780

Customer ID: ATC55

Customer PO:

Project ID:

Analyst(s)

Brett Polumbo (8)

Selbbep Salgado (5)

Samantha Rundstrom, Laboratory Manager  
or Other Approved Signatory

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

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

Initial report from: 11/03/2023 17:20:24



### Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

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

PHONE: (800) 220-3675  
EMAIL: CinnAsblab@EMSL.com

040325780

ALYTICAL, INC.  
• PRODUCTS • TRAINING

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

**Project Information**

Project Name/No: CAPITOL STEPS 204BS06470 Purchase Order:

EMSL LIMS Project ID: (If applicable, EMSL will provide) US State where samples collected: State of Connecticut (CT) must select project location:  Commercial (Taxable)  Residential (Non-Taxable)

Sampled By Name: ERIC BROWN Sampled By Signature: Eric Brown No. of Samples in Shipment: 11

**Turn-Around-Time (TAT)**

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

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

**Test Selection**

**PCM Air**

NIOSH 7400  
 NIOSH 7400 w/ 8hr. TWA

**PLM - Bulk (reporting limit)**

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

**TEM - Air**

AHERA 40 CFR, Part 763  
 NIOSH 7402  
 EPA Level II  
 ISO 10312\*

**TEM - Bulk**

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

**TEM - Settled Dust**

Microvac - ASTM D5755  
 Wipe - ASTM D6480  
 Qualitative via Filtration Prep  
 Qualitative via Drop Mount Prep

**Soil - Rock - Vermiculite (reporting limit)\***

PLM EPA 600/R-93/116 with milling prep (<0.25%)  
 PLM EPA 600/R-93/116 with milling prep (<0.1%)  
 TEM EPA 600/R-93/116 with milling prep (<0.1%)  
 TEM Qualitative via Filtration Prep  
 TEM Qualitative via Drop Mount Prep

**Other Test (please specify)**

\*Please call with your project-specific requirements.

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

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
C-1	SKIM COAT	S. WALL UNDER STEP	10/27/2023
C-2	SKIM COAT	E. WALL UNDER STEP	RECEIVED EMSL CINNAMINSON, N.J. 2023 OCT 28 A 10:00
C-3	PLASTER/SKIM COAT	E. ENTRANCE	
C-4	SKIM COAT	W ENTRANCE	
C-5	CONCRETE	W ENTRANCE	
C-6	CONCRETE	W TUNNEL	
C-7	BLACK CAULK	OUTSIDE	
C-8	GRAY CAULK	OUTSIDE	

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

Method of Shipment:	Sample Condition Upon Receipt:
Relinquished by: <u>Eric Brown</u> Date/Time: <u>10/27/2023 17:00</u>	Received by: <u>DNB-AX</u> Date/Time: <u>10-28-23</u>

Controlled Document - COC-05 Asbestos R16 10/26/2021  AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

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

1015A  
11





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



# EMSL Analytical, Inc.

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

EMSL Order ID: 012364359  
LIMS Reference ID: AB64359  
EMSL Customer ID: ATC55

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

**Project Name:** Capitol Steps 204BS06470  
**Customer PO:**  
**EMSL Sales Rep:** Anthony DeRosa  
**Received:** 10/30/2023 09:00  
**Reported:** 11/02/2023 18:55

## Analytical Results

Analyte	Results	RL	Weight	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
Client Sample ID: PC - C - 1/Yellow - Tunnel							Date Sampled: 10/27/23		
Matrix: Chips							LIMS Reference ID: AB64359-01		
Lead	0.22 % wt	0.008 % wt	0.25 g	10/30/23 MR	SW846-3050 B	11/01/23 PMx	SW846-7000B		1
Sample Comments:									
Client Sample ID: PC - C - 2/Green - Under Step							Date Sampled: 10/27/23		
Matrix: Chips							LIMS Reference ID: AB64359-02		
Lead	0.009 % wt	0.008 % wt	0.2512 g	10/30/23 MR	SW846-3050 B	11/01/23 PMx	SW846-7000B		1
Sample Comments:									
Client Sample ID: PC - C - 3/Yellow - Under Step							Date Sampled: 10/27/23		
Matrix: Chips							LIMS Reference ID: AB64359-03		
Lead	5.2 % wt	0.19 % wt	0.267 g	10/30/23 MR	SW846-3050 B	11/01/23 PMx	SW846-7000B	D	25
Sample Comments:									
Client Sample ID: PC - C - 4/Yellow - E. Entrance							Date Sampled: 10/27/23		
Matrix: Chips							LIMS Reference ID: AB64359-04		
Lead	<0.008 % wt	0.008 % wt	0.253 g	10/30/23 MR	SW846-3050 B	11/01/23 PMx	SW846-7000B		1
Sample Comments:									
Client Sample ID: PC - C - 5/Green - E. Entrance							Date Sampled: 10/27/23		
Matrix: Chips							LIMS Reference ID: AB64359-05		
Lead	<0.008 % wt	0.008 % wt	0.254 g	10/30/23 MR	SW846-3050 B	11/01/23 PMx	SW846-7000B		1
Sample Comments:									
Client Sample ID: PC - C - 6/Lt Tan - W Entrance							Date Sampled: 10/27/23		
Matrix: Chips							LIMS Reference ID: AB64359-06		
Lead	<0.008 % wt	0.008 % wt	0.2533 g	10/30/23 MR	SW846-3050 B	11/01/23 PMx	SW846-7000B		1
Sample Comments:									
Client Sample ID: PC - C - 7/Green - W Entrance							Date Sampled: 10/27/23		
Matrix: Chips							LIMS Reference ID: AB64359-07		
Lead	<0.008 % wt	0.008 % wt	0.2541 g	10/30/23 MR	SW846-3050 B	11/01/23 PMx	SW846-7000B		1
Sample Comments:									
Client Sample ID: PC - C - 8/Black - W Entrance							Date Sampled: 10/27/23		
Matrix: Chips							LIMS Reference ID: AB64359-08		
Lead	2.7 % wt	0.077 % wt	0.2586 g	10/30/23 MR	SW846-3050 B	11/01/23 PMx	SW846-7000B	D	10
Sample Comments:									
Client Sample ID: PC - C - 9/Black - Stairs Entrance							Date Sampled: 10/27/23		
Matrix: Chips							LIMS Reference ID: AB64359-09		
Lead	0.042 % wt	0.008 % wt	0.2518 g	10/30/23 MR	SW846-3050 B	11/01/23 PMx	SW846-7000B		1



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

### Lead Chain of Custody

EMSL Order Number / Lab Use Only

AB64359

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

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

Project Information	
Project Name/No: CAPITOL STEPS 204BS06470	Purchase Order:
EMSL LIMS Project ID: (If applicable, EMSL will provide)	US State where samples collected: IA
State of Connecticut (CT) must select project location:	<input type="checkbox"/> Commercial (Taxable) <input type="checkbox"/> Residential (Non-Taxable)
Sampled By Name: ERIC BROWN	Sampled By Signature: Eric Brown
No of Samples in Shipment: 9	

Turn-Around-Time (TAT)

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

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

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

Sample Number	Sample Location	Volume / Area	Date / Time Sampled
PC C-1	YELLOW	TUNNEL	10/27/2023
PC C-2	GREEN	UNDER STEP	↓
PC C-3	YELLOW	UNDER STEP	
PC C-4	YELLOW	E. ENTRANCE	
PC C-5	GREEN	E. ENTRANCE	

Method of Shipment:	Sample Condition Upon Receipt:
Relinquished by: Eric Brown	Received by: Eric Brown
Date/Time: 10/27/2023	Date/Time: 10-28-23 10:15
Relinquished by:	Received by: Eric Brown
Date/Time:	Date/Time: 10-30-23 9AM

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

\*6010C Available Upon Request

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

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





**APPENDIX C**

**PHOTO LOG**



View of the South Stairs at the Iowa State Capitol.

1



View of the South Steps that double as a skylight at the Iowa State Capitol.

2

<p><b>Photograph Log</b> DAS CC Capitol North &amp; South Stairs Capitol Complex Des Moines, Iowa</p>	<p><b>Atlas Technical Consultants, LLC</b> 4503 East 50<sup>th</sup> Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06470</p>
---	--



View of the Yellow Paint in Storage Tunnel. (PC-C-1, 0.22 % Pb)

3



View of the Green Paint under the South Steps. (PC-C-2, 0.009 % Pb)

4

<p><b>Photograph Log</b> DAS CC Capitol North &amp; South Stairs Capitol Complex Des Moines, Iowa</p>	<p><b>Atlas Technical Consultants, LLC</b> 4503 East 50<sup>th</sup> Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06470</p>
---	--



View of the Yellow Paint under the South Steps. (PC-C-3, 5.2 % Pb)

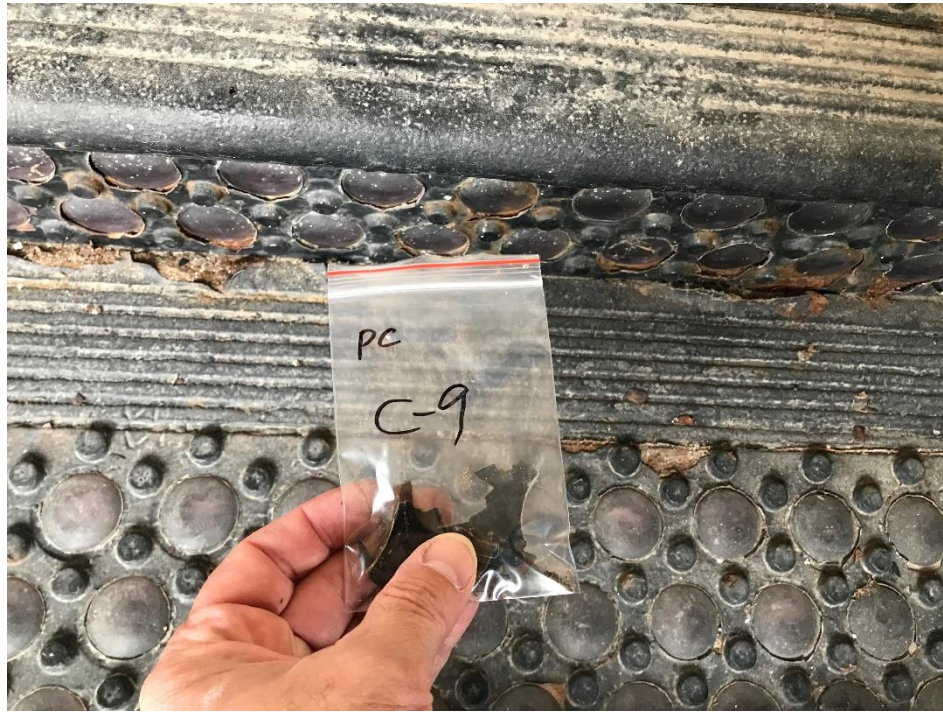
5



View of the Black Paint in the West Entrance. (PC-C-8, 2.7 % Pb)

6

<p><b>Photograph Log</b> DAS CC Capitol North &amp; South Stairs Capitol Complex Des Moines, Iowa</p>	<p><b>Atlas Technical Consultants, LLC</b> 4503 East 50<sup>th</sup> Street, Suite 800, Des Moines, IA 50317 (515) 981-4528 Project No. 204BS06470</p>
---	--



View of the Black Paint on the South Steps. (PC-C-9, 0.042 % Pb)



**APPENDIX D**  
**STAFF CERTIFICATIONS**

**ERIC BROWN**


**DOB: 05-07-1970**

**Issued: 02-08-2023**



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

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

 **Larry Johnson, Jr.**  
Labor Commissioner