

PROJECT MANUAL

PROJECT NAME:

9467.00 – HHS IMHI Soil Remediation

PROJECT ADDRESS:

2277 Iowa Ave
Independence, Iowa 50644

PROJECT DATE: March 19, 2025

OWNER:

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



OWNER PROJECT NUMBER: 9467.00

OWNER REQUEST FOR BID NUMBER: RFB 946700-01

RESPONSIBLE ONSITE MANAGER:

Atlas Technical Consultants
328 LaPorte Road
Waterloo, Iowa 50702



DESIGN ENGINEER:

Atlas Technical Consultants
328 LaPorte Road
Waterloo, Iowa 50702



SECTION 00 0110

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END OF SECTION

SECTION 00 0116

BID SUBMITTAL CHECKLIST

PART 1 - GENERAL

1.01 BID SUBMITTAL CHECKLIST

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 1113

NOTICE TO BIDDERS

RFB #946700-01

The Iowa Department of Administrative Services will be receiving bids for soil excavation for the removal of onsite landfill located on the northwest side of the Independence Mental Health Institute (IMHI) located at 2277 Iowa Ave, Independence, Iowa 50644.

The Iowa Department of Administrative Services anticipates construction to begin on April 28, 2025 and end on May 16, 2025.

Bids must be received no later than **01:00 pm, Thursday, April 10, 2025**. Late bids will not be considered. Bids shall be submitted on IMPACS Electronic Procurement System. The Bid shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

Bid Opening

The time and place of bid opening will be held at meet.google.com/fyj-hzww.tjf and teleconference number 1-417-448-6207 Pin: 696 988 803# at 02:00 pm on April 10, 2025.

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

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

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

Questions must be submitted by 02:00 pm, April 3, 2025, to the Issuing Officer.

Bidding documents may stipulate a specific product. Substitute product will be considered if a written request is received by 02:00 pm, April 3, 2025, prior to bid opening. Substitution requests will be considered for all products per Section 01 2500 Substitution Procedures, even if the specification does not include a statement such as "or equal," "equal to," "equivalent to," or "basis of design," unless otherwise noted.

An **optional** virtual Pre-Bid meeting will be held on Thursday, March 27, 2025 at 09:00 am at <https://meet.google.com/ahc-xnub-dfw> and teleconference number 1-336-904-9146 Pin: 530770465#. This meeting is not mandatory but is highly recommended.

Access for site visits may be coordinated by contacting Mike Cook at (563)-608-6633.

Bidding Documents, bearing the project name 9467.00 – HHS IMHI Soil Remediation, Dated 03/19/2025, prepared by Atlas Technical Consultants, LLC may be obtained from Beeline and Blue by visiting www.beelineplanroom.com or by calling (515) 244-1611 on Friday, March 21, 2025.

For further information regarding this project contact:

Michael Bradbury – Issuing Officer

Phone: (515) 515-823-9327

E-Mail: construction.procurement@iowa.gov

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS
RFB #946700-01

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT DESCRIPTION

- A. Project Description: Soil excavation for the removal of onsite landfill located on the northwest side of the Independence Mental Health Institute (IMHI) located at 2277 Iowa Ave, Independence, Iowa 50644.

1.03 OWNER

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

1.04 STATE AGENCY REPRESENTATIVES AND CONTACTS

- A. PURCHASING AGENT: Michael Bradbury – Issuing Officer, State of Iowa, Department of Administrative Services, Hoover State Office Building, 3rd floor, 1305 East Walnut Street, Des Moines, IA 50319-0105, Phone: 515-823-9327; email: construction.procurement@iowa.gov
- B. OWNER REPRESENTATIVE: Jennie Elliott, State of Iowa, Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319, Phone: 515-745-3244; email: jennie.elliott@iowa.gov.
- C. ON-SITE COORDINATOR: Mike Cook, State of Iowa, IMHI Plant Operations Manager, 2277 Iowa Ave, Independence, Iowa 50644, Phone: 563-608-6633; email: mike.cook@hhs.iowa.gov
- D. RESPONSIBLE ONSITE MANAGER: James Goodrich, Atlas Technical Consultants, 328 LaPorte Road, Waterloo, Iowa 50702, Phone: 319-855-2843; email: james.goodrich@oneatlas.com
- E. DESIGN ENGINEER CONTACT: Scott Hanson, Atlas Technical Consultants, 328 LaPorte Road, Waterloo, Iowa 50702; email: scott.hanson@oneatlas.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. Access for Site visits may be coordinated prior to the bid by contacting Mike Cook at 563-608-6633

3.09 PRE-BID MEETING

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

3.010 QUESTIONS

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

3.011 ADDENDA AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS

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

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

3.012 SUBSTITUTIONS

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

3.013 OBLIGATION OF BIDDER

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

3.014 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

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

- authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.
- D. The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.
 - E. **Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**
 - F. If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

3.015 WITHDRAWAL OF BID

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

3.016 BID OPENING

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

3.017 BASIS OF BIDS

- A. The Bidder shall include all additional documents or appendices that are requested to be submitted concurrent with the Bid submission; failure to comply may be cause for rejection.
- B. In accordance with Iowa law, Section 8A.311: A bidder, to be considered for an award of a state construction contract, shall disclose to the state agency awarding the contract the names of all subcontractors and suppliers who will work on the project being bid, within forty-eight (48) hours after the published date and time by which bids must be submitted. A bidder shall not replace a subcontractor or supplier disclosed without the approval of the state agency awarding the contract.
 - 1. A bidder, prior to an award or who is awarded a state construction contract, shall disclose all of the following, as applicable:

- a. If a subcontractor or supplier disclosed (under the preceding) by a bidder is replaced, the reason for replacement and the name of the new subcontractor or supplier;
 - b. If the cost of work to be done by a subcontractor or supplier is changed or if the replacement of a subcontractor or supplier results in a change in the cost, the amount of the change in cost.
 - c. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.
- C. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must:
- 1. Be registered in the State of Iowa and have an Iowa Contractor's Registration number, and
 - 2. Be acceptable to the Owner.

3.018 INFORMALITIES/ REJECTION OF BIDS

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

3.019 CONSIDERATION OF BIDS

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

3.020 PREFERENCE

- A. By virtue of statutory authority, a preference shall be given to Iowa domestic labor, products produced and provisions grown within the state of Iowa, in accordance with the provisions of Chapter 73, Code of Iowa and any amendments thereto.
- B. Enforcement of reciprocal resident bidder preference and resident labor force preference codified at Iowa Code Section 73A.21.
 - 1. NOTICE: Failure on the part of the bidder to carefully read the following paragraphs and to provide the information requested below may make the bidder's bid materially nonresponsive

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

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

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

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

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

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

3.021 QUALIFICATIONS

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

3.022 INSURANCE

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

3.023 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

3.024 EXECUTION OF CONTRACT

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

3.025 LAWS AND REGULATIONS

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

3.026 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

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

3.027 CONDITIONS OF THE WORK

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

3.028 SUBCONTRACTS

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

END OF SECTION

SECTION 00 2113.01

IMPACS Public Construction Bidders User Guide

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

Bidders must be registered in IMPACS to submit a Bid.

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

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

Sourcing Events ?

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

Event Number	Status	Event Title	Dates	Action
RFB923700-02	Open	Hoover East Side Pavers	Open: 4/27/2022 12:00:00 PM CDT Close: 5/5/2022 12:00:00 PM CDT	View Event ▾

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

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

Prerequisites - Bidder must complete all prerequisites.

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

Questions - Bidder must complete all questions.

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

SECTION 00 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 – 04/11/2025
- B. Execution of Contracts – 04/25/2025
- C. Commencement of On-Site Work – 04/28/2025
- D. Completion of On-Site Work – 05/16/2025 (Includes two weeks for completion of Work with one additional week accounting for weather delays)
- E. Results of Final Testing – 05/23/2025
- F. Substantial Completion by – 05/23/2025
- G. Final Report Submission to DNR – 05/30/2025
- H. Approval of No Further Action Certificate or Site Closure -06/15/2025
- I. Final Completion by – 06/23/2025

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

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. Other Applicable inspections: Trade Contractor is responsible for any other applicable project specific permits and inspections.

1.03 LICENSES, PERMITS, AND RELATED INSPECTIONS

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 4116

BID FORM

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

RFB #946700-01

BID FORM for CONSTRUCTION CONTRACT
for
HHS Independence Mental Health Institute
2277 Iowa Ave, Independence, Iowa 50644
Project 9467.00

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 March 19, 2025, 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: MHI Independence Landfill Excavation

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

Dollars

(\$ _____).

Bidder hereby certifies that:

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

Subcontractors:

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

Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

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

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

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

Resident Bidder

Name of Resident Bidder: _____

By: _____
Authorized Agent and Signatory of Resident Bidder

OR:

Nonresident Bidder

Name of Nonresident Bidder: _____

Name of State or Foreign Country of Nonresident Bidder: _____

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

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

By: _____
Authorized Agent and Signatory of Nonresident Bidder

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

Legal Name of Firm: _____

Date: _____

Signature of Bidder: _____

Title: _____

Typed Name of Signatory: _____

Email: _____

Business Address:

Telephone Number: _____ Fax Number: _____

Federal Tax Identification Number: _____

Iowa Contractor Registration Number: _____

Bidder Safety Manager Name: _____

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

END OF SECTION

SECTION 00 4116.01

NON-DISCRIMINATION CLAUSE

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

PART 1 - GENERAL

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

1.01 NONDISCRIMINATION CLAUSE

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 4116.02

TARGETED SMALL BUSINESS INFORMATION

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

PART 1 - GENERAL

1.01 TARGETED SMALL BUSINESS INFORMATION

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

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

CONTRACTOR	BID NO.
PAGE #	

(to be completed by bidder)

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

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

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

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

SECTION 00 4313

BID SECURITY FORMS

PART 1 - GENERAL

1.01 BID SECURITY FORMS

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



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

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

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

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

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

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

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

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

This Bond is entered into as of _____ (date)

SURETY: _____ (seal)

BY:

Print Name: _____

Print Title: _____ (Attach Power of Attorney)

Witness:

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

Constructor: _____ (seal)

BY:

Print Name: _____

Print Title: _____

Witness:

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

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

ConsensusDOCS 262 • BID BOND Copyright © 2007, Revised 2009 and 2011, ConsensusDOCS LLC, AN INDIVIDUAL PURCHASE OF THIS DOCUMENT PERMITS THE USER TO PRINT ONE CONTRACT FOR ONE PROJECT ONLY, YOU MAY ONLY MAKE COPIES OF A COMPLETED DOCUMENT FOR DISTRIBUTION TO PARTIES IN DIRECT CONNECTION WITH THE SPECIFIC CONSTRUCTION PROJECT, ANY OTHER USES, INCLUDING COPYING THE DOCUMENT, ARE STRICTLY PROHIBITED.

SECTION 00 5200

AGREEMENT FORM

PART 1 - GENERAL

1.01 AGREEMENT FORM

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

ConsensusDocs 802

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

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



TABLE OF ARTICLES

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

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



ARTICLE 1 AGREEMENT

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

OWNER

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

and the

TRADE CONTRACTOR

Contractor Name

Address

City, State, Zip

for work in connection with the following

PROJECT

XXXX.XX - Project Name

The CONSTRUCTION MANAGER is

Construction Manager Name

Address

City, State, Zip

The DESIGN PROFESSIONAL for the Project is

Designer Name

Address

City, State, Zip

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

ARTICLE 2 GENERAL PROVISIONS

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

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

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

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



treatment.

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

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

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

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

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

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

No exceptions

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

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

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

2.8 DEFINITIONS



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 3 TRADE CONTRACTOR'S OBLIGATIONS

3.1 GENERAL RESPONSIBILITIES

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

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

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

3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

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

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

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

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



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

3.3 RESPONSIBILITY FOR PERFORMANCE

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

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

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

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

3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

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

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

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



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

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

3.5 MATERIALS FURNISHED BY THE OWNER OR OTHERS

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

3.6 TESTS AND INSPECTIONS

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

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

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

3.7 WARRANTY



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

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

3.8 CORRECTION OF TRADE CONTRACT WORK WITHIN ONE YEAR

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

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

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

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



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

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

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

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

3.9 CORRECTION OF COVERED TRADE CONTRACT WORK

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

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

3.10 SAFETY OF PERSONS AND PROPERTY

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

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

3.10.2.1 its employees and other persons at the Worksite;

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

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

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



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

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

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

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

3.11 EMERGENCIES

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

3.12 HAZARDOUS MATERIALS

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

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

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

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



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

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

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

3.12.7 MATERIALS BROUGHT TO THE WORKSITE

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

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

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

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

3.13 SUBMITTALS

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



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

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

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

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

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

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

(Check one only)

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

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

3.14 PROFESSIONAL SERVICES

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



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

3.15 WORKSITE CONDITIONS

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

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

3.16 PERMITS AND TAXES

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

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

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

3.16.3 (Deleted)

3.17 CUTTING, FITTING AND PATCHING

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

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

3.18 CLEANING UP

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



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

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

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

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

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

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION SERVICES

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

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

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



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

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

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

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

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

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

4.3 Deleted

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



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

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

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

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

ARTICLE 5 SUBCONTRACTS

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

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

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

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

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



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

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

5.4 Deleted

5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

ARTICLE 6 TRADE CONTRACT TIME

6.1 PERFORMANCE OF THE TRADE CONTRACT WORK

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

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

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

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

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



6.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

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

6.5 LIQUIDATED DAMAGES

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

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



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

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

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

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

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

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

ARTICLE 7 TRADE CONTRACT PRICE

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

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

7.2 ALLOWANCES

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



Work.

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

ARTICLE 8 CHANGES

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

8.1 TRADE CHANGE ORDER

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

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

8.2 TRADE CONTRACT INTERIM DIRECTED CHANGE

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

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

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



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

8.3 DETERMINATION OF COST

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

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

8.3.1.2 a mutually accepted, itemized lump sum;

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

ARTICLE 9 PAYMENT

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

9.2 PROGRESS PAYMENTS

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

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

9.2.3 CLAIM WAIVERS

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



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

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

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

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

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

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

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

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

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

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

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

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



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

9.6 SUBSTANTIAL COMPLETION

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

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

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

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

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

9.8 FINAL PAYMENT

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



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

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

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

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

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

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

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

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

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

ARTICLE 10 INDEMNITY, INSURANCE, WAIVERS AND BONDS

10.1 INDEMNITY

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

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



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

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

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

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

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

10.2 TRADE CONTRACTOR'S INSURANCE

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



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

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

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

10.2.1.3 Business Automobile Liability Insurance

a. \$1,000,000 Each Accident

10.2.1.4 Commercial General Liability Insurance

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

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

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

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

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

10.2.5 ADDITIONAL LIABILITY COVERAGE

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

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

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



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

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

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

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

10.3 OWNER'S INSURANCE

10.3.1 Deleted.

10.3.2 Deleted.

10.4 PROPERTY INSURANCE

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

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



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

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

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

10.5 PROPERTY INSURANCE LOSS ADJUSTMENT

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

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

10.6 WAIVERS

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

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

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

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

10.8 BONDS Performance and Payment Bonds

are

are not

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



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

ARTICLE 11 SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

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

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

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

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

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

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

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



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

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

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

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

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

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

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

11.4 TERMINATION BY OWNER FOR CONVENIENCE

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

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

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

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

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



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

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

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

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

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

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

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

11.5 TRADE CONTRACTOR'S RIGHT TO TERMINATE

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

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

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

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

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

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

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

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



11.5.2.4 otherwise materially breaches this Agreement.

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

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

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

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

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

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

(Designate only one.)

Project Neutral

Dispute Review Board

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

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



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

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

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

(Designate only one.)

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

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

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

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



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

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

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

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

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

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

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

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



Contractor has questions regarding its meaning or application.

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

ARTICLE 14 TRADE CONTRACT DOCUMENTS

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

RFBXXXXXXXXX Bid Package X

14.2 INTERPRETATION OF TRADE CONTRACT DOCUMENTS

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

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

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

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

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

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

OWNER State of Iowa, Department of Administrative Services



Trade Contractor: *Contractor Name*

By: _____

(Authorized Representative)

Name:

Title:

Date:

Owner: State of Iowa - DAS

By: _____

(Authorized Representative)

Name:

Title:

Date:

END OF DOCUMENT.

DRAFT



SECTION 00 6000

PERFORMANCE AND PAYMENT BOND

PART 1 - GENERAL

1.01 PERFORMANCE AND PAYMENT BOND

- A. Performance and payment bonds to be used on this project, ConsensusDocs 260 and 261 are attached for reference following this page. ConsensusDocs performance and payment bonds are not required (other standard forms are acceptable to the State of Iowa).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



CONSENSUSDOCS 260 PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

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

This Bond is entered into as of _____.

SURETY _____ (seal)

By:

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness:

CONSTRUCTOR _____ (seal)

By:

Print Name: _____

Print Title: _____

Witness:

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

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**CONSENSUSDOCS 261
PAYMENT BOND**

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

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

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

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

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

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

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

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

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

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

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

This Bond is entered into as of _____.

SURETY _____ (seal)

By:

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness:

CONSTRUCTOR _____ (seal)

By:

Print Name: _____

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

Witness:

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

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

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SECTION 01 1200

CONTRACT SUMMARY

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT INFORMATION

- A. Facility Name/Location: Independence Mental Health Institute, 2277 Iowa Ave, Independence, Iowa 50644
- B. DAS Project #: 9467.00
- 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: Jennie Elliott, Iowa Department of Administrative Services, 109 SE 13th Street, Des Moines, IA 50319
- E. On-Site Manager: James Goodrich, Atlas Technical Consultants, 328 LaPorte, Waterloo, Iowa 50702

1.03 PROJECT SUMMARY

- A. The project includes soil excavation for the removal of onsite landfill located on the northwest side of the Independence Mental Health Institute (IMHI) located at 2277 Iowa Ave, Independence, Iowa 50644.
- B. Target date to provide substantial completion is May 23, 2025.

1.04 BID SCOPE SUMMARY

- A. Scope Applicable to All Bid Packages:
 - 1. The Contractor's Work includes all labor, supervision, materials, equipment, services, supplies, tools, facilities, transportation, hoisting, storage, receiving, licenses, inspections, certifications, overhead, profit, or other items required or reasonably inferable to properly and timely perform and complete all work and services to be performed by the Contractor pursuant to this Agreement. Unless specifically stated otherwise, incidental work required to accomplish the work of this Bid Package shall be included the bid. This would include, but not be limited to, temporary facilities, protection of the work, security of equipment, materials, and work in progress, etc. Contractor's Work shall be performed in accordance with the Drawings, Specification Divisions 00 and 01, and Specification sections applicable to each Contractor's scope.
 - 2. Contractor is responsible for all labor and equipment to unload, account for all material delivered, stock, and delivery for this scope of work. Storage and delivery of materials and equipment at the Site shall be permitted only to the extent approved in advance by the Onsite 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 Onsite. Limited space is available, and permission to bring any such facility or excess materials on to the site shall be approved by the Onsite.
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 Onsite Manager.
6. All turf, landscaping, and subgrade disturbances caused by equipment traffic or other activities related to the Contractor's scope shall be repaired or restored to proper conditions by the Contractor.
7. Protect adjacent existing building elements from damage from Scope of work. Repair existing building elements damaged during Contractor's Scope of work.

1.05 WORK HOUR RESTRICTIONS

- A. Work hours are from 06:00 AM to 06:00 PM, Monday through Friday unless arrangements are made in advance.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and Owner:
 1. Do not obstruct roadways, sidewalks, or other public ways without permission of Owner and permit if required.
- C. Facility will be occupied at all times during duration of work. Contractor personnel shall conduct themselves in an agreeable manner at all times. Failure to do so may result in removal from the work site.

1.07 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- B. Schedule the Work to accommodate Owner occupancy.

1.08 RULES FOR CONSTRUCTION WORKERS

- A. The staff of the State of Iowa has a responsibility to protect the public by providing a secure environment. All work site rules must be followed to the letter, at all times.
- B. All State properties are tobacco free. No smoking will be permitted or tolerated on campus unless in designated areas.
- C. You are permitted access only to the work site and no other area of the institution.
- D. No drugs, alcohol, or firearms are allowed on the work site.
- E. Do not leave money, drugs, alcohol, or firearms in your personal vehicle.
- F. Company and personal vehicles are to be parked and locked in designated or authorized area of the work.
- G. Secure all tools at the end of the day.
- H. Maintain control of all tools, supplies, and debris at all times during the work.
- I. 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.
- J. Do not give anything to residents or take anything from residents; if they offer, inform your supervisor.
- K. 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.
- L. During an emergency, follow the instructions of the security staff.

1.09 BID PACKAGE INSTRUCTIONS -

A. **Bid Package #01** – MHI Independence Landfill Excavation: Trade Contractor shall include all of the following, but not limited to, as part of the contract:

1. Bid Package Includes ALL Scope as Identified in the Soil Excavation Operational Plan prepared by Altas Technical Consultants dated 3-19-2025. This includes but is not limited to the following items:

- Site Access Road
- Construction Fencing
- SWPP
- Clearing and Grubbing
- Brush and Rubble Disposal
- Soil Excavation and Offsite Disposal
- Decontamination and Tracking Pad
- Dust Control
- Post Excavation Grading and Soil Restoration

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 2500

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 SUBSTITUTION PROCEDURES

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

3.02 REQUEST FOR SUBSTITUTION FORM

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

END OF SECTION

SUBSTITUTION REQUEST FORM

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____

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

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

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

Differences between proposed substitution and specified product: _____

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

Reason for not providing specified item: _____

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

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

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

SUBSTITUTION REQUEST FORM

(Continued)

The Undersigned certifies:

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

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

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

Signed by:

Date:

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____

SECTION 01 2600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Change procedures

1.02 CHANGE PROCEDURES

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 2900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 SCHEDULE OF VALUES

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

1.03 APPLICATIONS FOR PAYMENT

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

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

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. Utility Locates/Ground Penetrations

1.02 COORDINATION

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

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION MEETING

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

3.02 PROGRESS MEETINGS

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

END OF SECTION

SECTION 01 3100.01

WEB BASED CONSTRUCTION MANAGEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 USER ACCESS LIMITATIONS

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

1.03 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

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

1.04 SUBMITTALS

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

1.05 COMPUTER REQUIREMENTS

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

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

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

1.06 CONNECTIVITY PROBLEMS

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

1.07 TRAINING

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

PART 2 - PRODUCTS

2.01 DESCRIPTION

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

PART 3 - EXECUTION

3.01 PROCORE UTILIZATION

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

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

END OF SECTION

SECTION 01 3200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 CONSTRUCTION MANAGER'S MASTER CONSTRUCTION SCHEDULE

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

3.02 CONSTRUCTION PROGRESS SCHEDULE

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

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

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

3.03 **SUBMITTAL SCHEDULE**

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

3.04 **DAILY CONSTRUCTION REPORTS**

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

3.05 **PROGRESS PHOTOGRAPHS**

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

vantage points, as directed by Construction manager.

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

END OF SECTION

SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 SUBMITTALS FOR REVIEW

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

3.02 SUBMITTALS FOR INFORMATION

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

3.03 SUBMITTAL PROCEDURES

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

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

3.04 **SAMPLES**

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

END OF SECTION

SECTION 01 4000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 QUALITY ASSURANCE/CONTROL OF INSTALLATION

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

3.02 TOLERANCES

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

3.03 DEFECT ASSESSMENT

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

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

3.04 INSPECTION AND TESTING

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

3.05 MANUFACTURER'S FIELD SERVICES AND REPORTS

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

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Owner will not provide any temporary utilities
- 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.

1.04 TELEPHONE SERVICE

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

1.05 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

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

PART 2 - PRODUCTS

2.01 TEMPORARY FACILITIES

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

2.02 EQUIPMENT

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

PART 3 - EXECUTION

3.01 VEHICULAR ACCESS AND PARKING

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

3.02 TRAFFIC REGULATION

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

3.03 BARRIERS

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

3.04 ENCLOSURES AND FENCING

- A. Provide temporary enclosure and fences as necessary to protect the public and secure the site.
- B. Provide security and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

3.05 WASTE REMOVAL

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

END OF SECTION

SECTION 01 6000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

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

2.02 PRODUCT OPTIONS

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

2.03 MAINTENANCE MATERIALS

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

PART 3 - EXECUTION

3.01 TRANSPORTATION AND HANDLING

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

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

3.02 STORAGE AND PROTECTIONS

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

END OF SECTION

SECTION 01 7300

EXECUTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION, PREPARATION, AND GENERAL INSTALLATION PROCEDURES

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

3.02 ALTERATION PROJECT PROCEDURES

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

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

3.03 CUTTING AND PATCHING

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

3.04 CLEANING AND PROTECTION

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

3.05 ADJUSTING

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

END OF SECTION

SECTION 01 7700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 INSPECTIONS

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

3.02 SUBSTANTIAL COMPLETION

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

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

3.03 PROJECT RECORD DOCUMENTS

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

3.04 WARRANTIES

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

3.05 OPERATIONS AND MAINTENANCE MANUALS

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

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

3.06 OPERATIONS AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

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

3.07 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

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

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

3.08 TRAINING

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

3.09 FINAL COMPLETION

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

END OF SECTION

Substantial Completion Project Checklist

Date: _____

DAS Project Number: _____

Project Title: _____

Location: _____

Contractor: _____

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

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

Boiler Inspection Yes No N/A

Water Heater Inspection Yes No N/A

Energy Code Inspection Yes No N/A

Building Code Inspection Yes No N/A

Electrical Inspection Yes No N/A

Elevator Inspection Yes No N/A

Other: _____ Yes No N/A

Occupancy Permit if applicable

Test and Balance has been performed

Certificate of Substantial Completion in Procore (Consensus Docs 814)

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

Yes (provide description below) No

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

Final Completion Project Checklist

Date: _____

DAS Project Number: _____

Project Title: _____

Location: _____

Contractor: _____

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

Have all Warranties been received? Yes No

Have the Operations and Maintenance Manuals been received? Yes No

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

Has all training been completed? Yes No

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

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

Have all Test & Balance reports been received? Yes No

Have all punchlist items been corrected? Yes No

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

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

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

AIA Form G707 – Consent of Surety Company to Final Payment

Certificate of Final Completion in Procore (Consensus Docs 815)

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

Yes (provide description below) No

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



SOIL EXCAVATION OPERATIONAL PLAN

THE INDEPENDENCE MENTAL HEALTH INSTITUTE LANDFILL

2277 Iowa Avenue,
Independence, Iowa 50644

PREPARED FOR:

Jennie Elliott
State Design & Construction Resources Bureau General
Services Enterprise
Iowa Department of Administrative Services
109 SE 13th Street Des Moines, IA 50319

PREPARED BY:

Atlas Technical Consultants LLC
328 LaPorte Road
Waterloo, IA 50702

March 19, 2025



March 19, 2025

Jennie Elliott
State Design & Construction Resources Bureau
General Services Enterprise
Iowa Department of Administrative Services
109 SE 13th Street Des Moines, IA 50319

**Subject: Soil Excavation Operational Plan
Independence, Iowa Mental Health Institute
2277 Iowa Avenue
Independence, Iowa, 50644
Atlas Project No. 204EM07545**

Dear Jennie Elliot:

Atlas Technical Consultants LLC (Atlas) is pleased to present this soil excavation operational plan and contractor estimating worksheet for the removal of the onsite landfill located on the northwest side of the Independence Mental Health Institute (MHI) located at 2277 Iowa Avenue in Independence, Iowa (the Site).

If you have any questions, please contact the undersigned.

Respectfully submitted,

Atlas Technical Consultants LLC

Written By:

A handwritten signature in blue ink that reads "James E. Goodrich".

James Goodrich, CGP #2072
Client Services Manager

Reviewed By:

A handwritten signature in blue ink that reads "Gaylen Hiesterman".

Gaylen Hiesterman
Branch Manager



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Figure 1	Site Vicinity Map
Figure 2	Site Project Boundary Map
Figure 3	Site Access Map

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Contractor Bid Line Items Cost Worksheet
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APPENDICES

Appendix I	2024 Phase II Environmental Site Assessment Summary Pages
Appendix II	IDOT Specification 2101 Clearing and Grubbing Specifications
Appendix III	Black Hawk County Landfill Approval Documentation



Appendix IV Iowa DOT Section 2315. Drive Surfacing Specifications

Appendix V Special Provisions for Soil Quality Restoration SP-151099 Specifications

Appendix VI NPDES General Storm Water Permit No. 2 Guidance



1. INTRODUCTION

This Soil Excavation Operational Plan was drafted for the Iowa Department of Administrative Services for the Independence, Iowa Mental Health Institution (MHI) and complies with Iowa Administrative Code 567 Rule 102.16 (567 IAC 102.16). The options for this soil excavation management plan include on-site management of clean disturbed native non-contaminated soils and off-site disposal of imported fill. The soil management plan will adequately provide recommendations to protect site construction workers and site users from exposure.

2. SITE OWNER, RESPONSIBLE PARTY, AND DESIGN FIRM

Owner	Responsible Onsite Manager	Iowa Licensed Design Engineer
Iowa Department of Administrative Services 109 SE 13th Street Des Moines, IA 50319 515-745-3244 mobile jennie.elliott@iowa.gov	Atlas Technical Consultants 328 LaPorte Road, Waterloo, Iowa 50702 319-855-2843 mobile James.goodrich@oneatlas.com	Atlas Technical Consultants 328 LaPorte Road, Waterloo, Iowa 50702 319-290-9783 mobile Scott.hanson@oneatlas.com

3. SITE LEGAL DESCRIPTION

The site is identified as within Buchanan County, Iowa parcel ID 003-10.06.400.004. The brief legal description is listed as S1/2 SE EXC W1213.4'. The Site Vicinity Map is presented on Figure 1.

4. SITE VICINITY AND PROJECT BOUNDARIES

The Site is located in an area generally characterized by agricultural land (see Figure 1 – Site Vicinity Map). Based on the United States Geological Survey (USGS) 7.5-Minute Series Topographic Map, Independence, Iowa, dated 2022, the Site is situated approximately 970 feet above mean sea level (MSL) and is level, with the surrounding area slightly sloping towards the east. The Site project boundary map is presented as Figure 2. The Site Access Map is presented as Figure 3.

5. BACKGROUND INFORMATION

The Independence, MHI landfill is an approximate 0.8-acre irregular shaped, tree and shrub covered mound, former building site and fill area located on the northwest portion of the property in the middle of agricultural row crop land (see Figures). The area hosted a building until circa 1940. After the building was razed (circa unknown), the Site was used to dispose of rubbish acquired from the facility operations while general waste was removed from the facility by a third party disposal company.

A Phase II Environmental Site Assessment completed by Atlas in July and November of 2024, identified concentrations of heavy metals and semi-volatile organics in landfill contents exceeding the Iowa Department of Natural Resources (IDNR) Statewide Standards for Soil (SWS).



Landfill materials observed included unconsolidated fill materials from the surface to a maximum depth of eight feet below grade consisting of black and brown sand mixed with gravel, concrete and brick fragments with silt and clay. Imported fill was underlain by gray to rusty brown clay. Groundwater was encountered approximately eight feet below grade. The Phase II Environmental Site Assessment summary pages are presented in Appendix I.

6.0 CURRENT AND PROPOSED LAND USE

Apart from the 0.8-acre landfill in the center of the parcel, the area is used for agricultural row crop land. It is the intent of the Iowa Department of Administrative Services to remove the imported fill from the Site and restore the area back into agricultural row crop land in preparation of the sale of the property.

7.0 METHODS TO CONTROL METHANE GAS

During the July and November 2024 Phase II Environmental Site Assessments methane gas was not analyzed at the Site. Decomposing trash and organics were not identified in soil borings and the nature of the imported fill as rubbish, crushed concrete, bricks fragments, and combusted coal and sand typically do not produce methane gas. However, the onsite manager and site excavator will be equipped with four gas meters to monitor for methane gas, hydrogen sulfide, carbon monoxide and percent oxygen.

8.0 EXCAVATION SOIL SAMPLING AND ANALYSIS

Imported fill will be sampled in accordance to Iowa Administrative Code (IAC) Chapter 567-133 to document the non-hazardous nature of the excavated materials to be disposed of at the Black Hawk County Landfill. The sampling frequency will be one sample for every 600 cubic yards of contaminated soil removed offsite. Approximately ten excavation soil samples will be submitted for analysis. Soil samples will be containerized, labeled, preserved, and shipped with chain-of-custody to a State of Iowa certified analytical laboratory for the following analyses:

- Toxicity Characteristic Leaching Procedure (TCLP) Semi-volatiles by EPA 8270,
- TCLP RCRA metals by EPA method 6010/7470,
- pH, flash point, reactivity, total cyanide and total sulfide.

To document successful removal of the landfill soil contaminants, the onsite manager will collect one sample every 1,000 square feet (35 samples) from the base of the excavation. Each sample will be submitted to a State of Iowa certified analytical laboratory for the following analyses of RCRA Metals by EPA method 6010/7470 and Semi-volatiles by EPA 8270E SIMS.

9.0 PROPOSED EXCAVATION

The limits of the proposed excavation are presented on Figure 2. Temporary fencing shall be advanced along the landfill access road and along perimeter of the landfill to limit disturbance to the surrounding agricultural field. All trees and scrub/shrubs shall be cleared and grubbed from the landfill prior to excavation activities. The fill covers an approximate 0.8-acre area that is approximately four feet thick which will result in approximately **5,300 cubic yards** or **9,000 tons** of fill materials removed from the Site. Fill materials will be transported to the Black Hawk County



Landfill located at **1509 East Washburn Road, Waterloo, Iowa 50701** under waste manifest control. Bills of lading will be obtained from each shipment to track disposal quantities. Contaminated soils will be characterized by an onsite manager to assist in discerning the contaminated fill materials from clean native clay. IDOT clearing and grubbing specification 2101 is presented as Attachment II. The Black Hawk County Landfill preliminary approval documentation is presented as Appendix III. Final approval will be provided to the selected contractor.

10.0 SOIL EXCAVATION PROJECT SUMMARY

10.1 Health and Safety Plan (HASP)

Excavation activities must be conducted by personnel with hazardous sites training as prescribed by OSHA 1910.120. The environmental contractor must possess training certificates as well as required annual update certificates for all personnel involved with the sampling activities. A site-specific HASP will be prepared and implemented to govern the safety aspects of the soil excavation in accordance with OSHA requirements. No public utilities are located in the landfill area; however, the contractor will contact Iowa One Call, 72 hours prior to the excavation, to identify potential buried utilities at the Site.

10.2 Site Access

Site access is gained from the south via the former 230th Street. There is approximately 750 feet of row crop land between the landfill and 230th Street. A temporary access road will need to be constructed to allow heavy equipment to enter and exit the site. The contractor will place temporary fencing along the marked construction boundaries (See Figure 3). Temporary roadway mats or timber mats may be used to access the Site. A temporary access gravel road may also be constructed to access the site. If a temporary gravel road is selected, the road must meet the Iowa Department of Transportation Section 2315, Driveway Surfacing (Appendix IV) requirements and include:

- 45% or less silt size fraction. Silt size particles are 0.074 to 0.002 mm, and
- 110 pounds per cubic foot or greater density (AASHTO T 99 Proctor Density or Materials I.M. 309).

Post construction, the contractor will remove the temporary gravel road and restore the row crop per the field to its pre-existing condition. The onsite manager will photograph the planned access road prior to excavation activities to document pre-existing conditions. The graded areas shall be restored with a minimum of six inches of high quality, field or pasture loam containing a sufficient supply of humus and a high degree of fertility per the Iowa DOT Special Provisions for Soil Quality Restoration (SP-151099) standard specifications (Appendix V). Source materials shall be tested by a geotechnical engineer to verify the properties of the soil comply with SP-151099.

10.3 Clearing and Grubbing

Prior to excavation activities, the contractor shall clear and grub vegetation from the landfill per Section 2101 of the IDOT Standard Specifications for Highway and Bridge Construction (Attachment II). General requirements include:

- Cut and remove trees three inches or more in diameter,
- Remove stumps, including roots, to a depth of at least twelve inches,
- Remove logs and down timber encountered on the work,
- Pull or grub trees and shrubs less than 3 inches in diameter, including roots, which are not classified as hedge, and
- Remove and segregate all vegetations and rubble from the excavation area. Vegetation may be chipped onsite and used as soil stabilization post excavation. Rubble may be stored on plastic sheeting or in steel disposal bins until removed from the Site.

10.4 **Soil Excavation and Stockpiling**

Contaminated fill materials will be excavated and loaded onto end loader dump trucks or tandum semi-truck trailers and hauled directly to the Black Hawk County Landfill. **Each load must be covered prior to transporting to the Landfill.** Rubble, concrete fragmets, bricks and other general waste will be segregated from the contaminated soil and transported directly to the Black Hawk County Landfill as **general waste**. If soils or waste materials need to be temporarily stockpiled until sampling can be conducted and analytical results returned, they shall be covered with minimum 6 mil plastic sheeting which shall be weighted sufficiently to keep the plastic in place. Sufficient berms and other runoff control measures will be employed to control stormwater runoff and consequent sediment transport that can take place. Temporary fencing shall be installed to protect the site users from coming into contact with the stockpile. Since these structures will be temporary and configuration will be subject to very site-specific circumstances, specific designs will be discussed with the contractor at the time of construction.

10.5 **Equipment Decontamination Procedures**

All equipment used during excavation of contaminated soils will be properly cleaned before removing the equipment from the Site. Efforts to eliminate tracking contaminated soils onto area roadways via vehicle treads will be implemented by using stone tracking pads at the entry and exit points of the Site. The tracking pad specification are to comply with the NPDES Storm Water General Permit No. 2 guidance (Appendix VI), Stormwater Discharges Associated with Construction Activities. In general, the Site contractor shall:

- Monitor tracking pads for compaction, soil deposits, and mixing of underlying soils and stone layers;
- Maintain a loosened, rough surface by scraping, loosening, or top-dressing with additional aggregate;
- Replace geotextile and stone if less-intensive maintenance efforts fail to re-establish effectiveness;
- Add stone as needed to maintain the minimum pad thickness; and
- Replace damaged or crushed culverts under tracking pad.



10.6 Dust Control and Stormwater Pollution Prevention

Contractor will employ dust controls measures at all times during the construction and excavation work. Sufficient water and/or dust reducing agents shall be employed to minimize visible dust during and following excavation. The contractor will apply for a NPDES Storm Water General Permit No. 2 as required by IAC Chapter 64 prior to the excavation.

10.7 Contingencies for Encountering Potentially Hazardous Materials

If potentially hazardous materials are identified during the excavation, the fill materials shall be segregated, and stockpiled in an onsite, heavy duty plastic lined dumpster and securely covered until hazardous waste determinations are complete. If deemed hazardous waste, the onsite manager will coordinate the removal and disposal of the materials at a regulated facility under a separate contract.

10.8 Post Excavation Grading Soil Stabilization

After the fill material removal is complete, clean native soils shall be graded to match the surrounding gradients. The graded areas shall be completed with a minimum of six inches of high quality, field or pasture loam containing a sufficient supply of humus and a high degree of fertility per SP-151099 soil restoration standard specifications (Appendix V). Source materials shall be tested by a geotechnical engineer to verify the properties of the soil comply with SP-151099.

10.9 Final Report

The onsite manager will prepare a post excavation report to be submitted to the Iowa Department of Natural Resources Solid Waste and Contaminated Sites Section along with a request for site closure or No further Action if the Site is enrolled in the IDNR Land Recycling Program. The report will include any deviations to the original plan, and the base of excavation area analytical results, and documentation of the removal quantities and disposal documentation.

11.0 Project Schedule

The project is expected to begin on April 28, 2025, and is anticipated to take two weeks to complete.

12.0 Permitting and Approvals

A copy of this Operational Plan be submitted to Brian Rath of the the Iowa Department of Natural Resources Solid Waste and Contaminated Sites Section for review and approval. Mr. Rath must also be notified prior to commencing the landfill excavation at (515) 537-4051 or brian.rath@dnr.iowa.gov.

An Iowa Departmet of Natural Resources NPDES Stormwater General Pemit No. 2 must be acquired prior to beginning any work onsite.

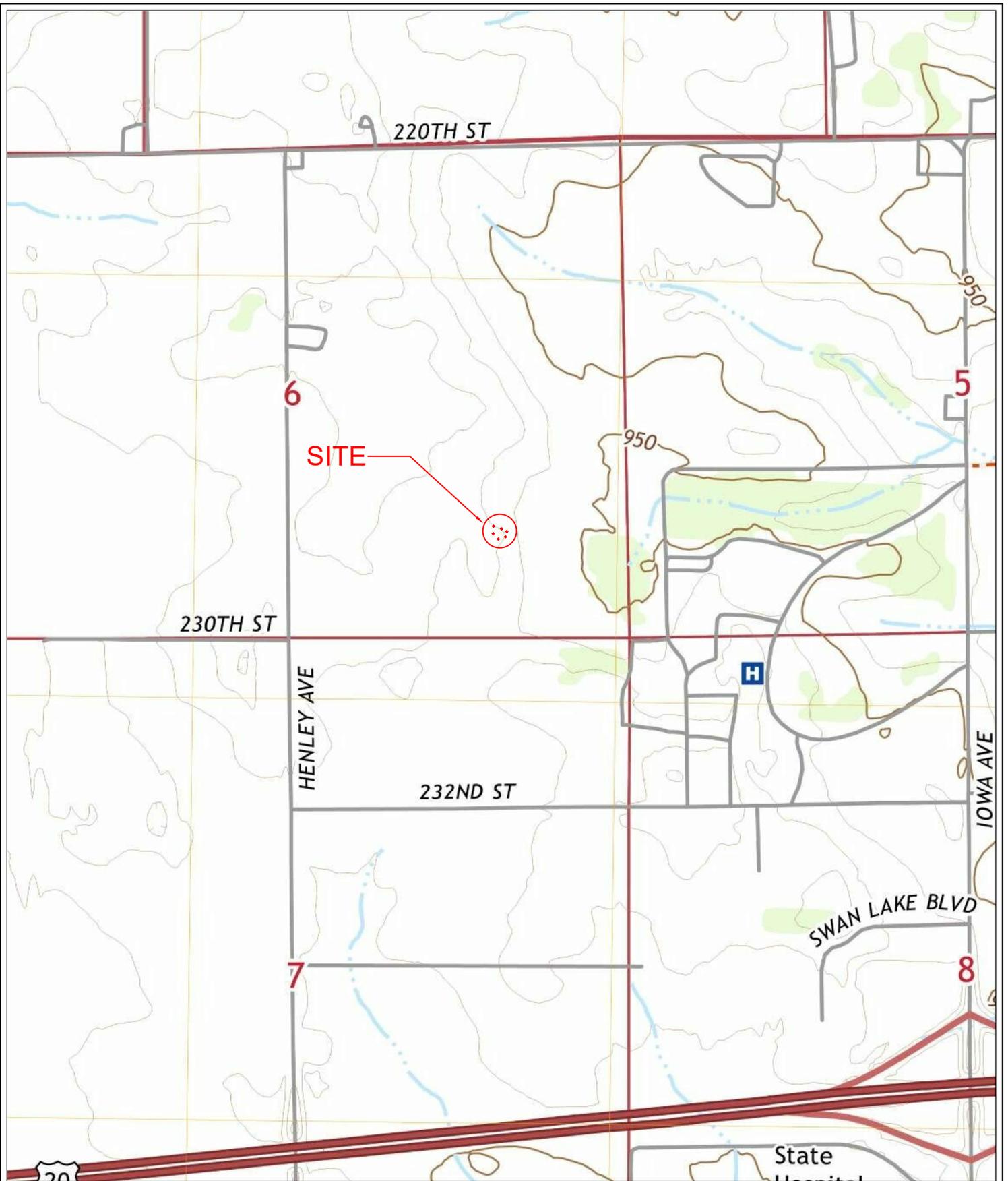
John Foster at the Black Hawk County Landfill at (319) 234-8115 or jfoster@wastetrac.org must have 72-hours notice prior to delivering waste loads to the facility.



Iowa One Call must be notified 72-hours prior to Excavation at (800) 292-8989.

The onsite manager will submit the post excavation soil sampling and analysis report and request for no further action classification to Jake Bucklin at the IDNR Contaminated Sites Section at jake.bucklin@dnr.iowa.gov.

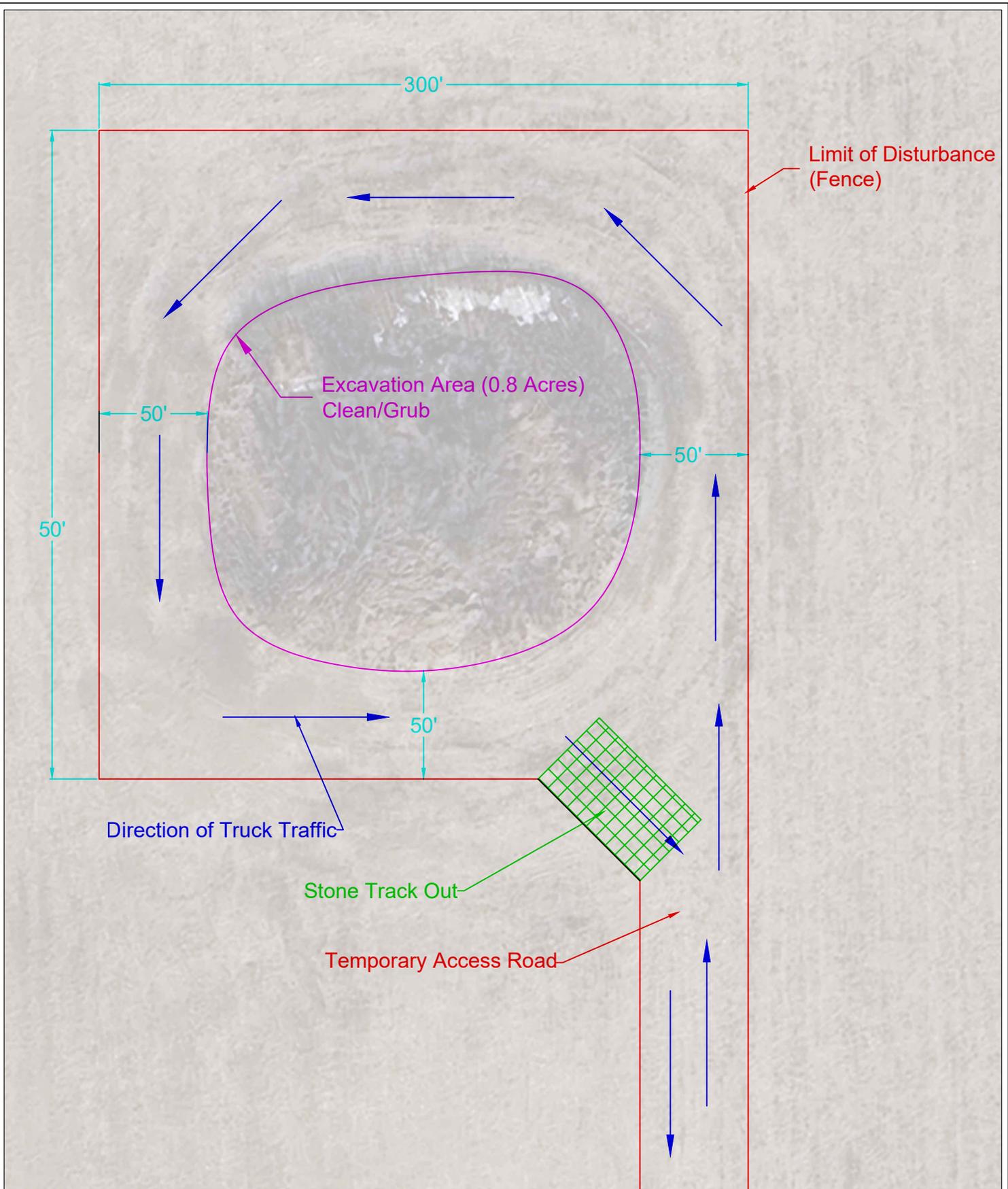
FIGURES



LEGEND	
	Soil Boring/ Temporary Monitoring Well

ATLAS
 328 LaPorte Road
 Waterloo, IA 50702
 Ph. (319) 233-0441

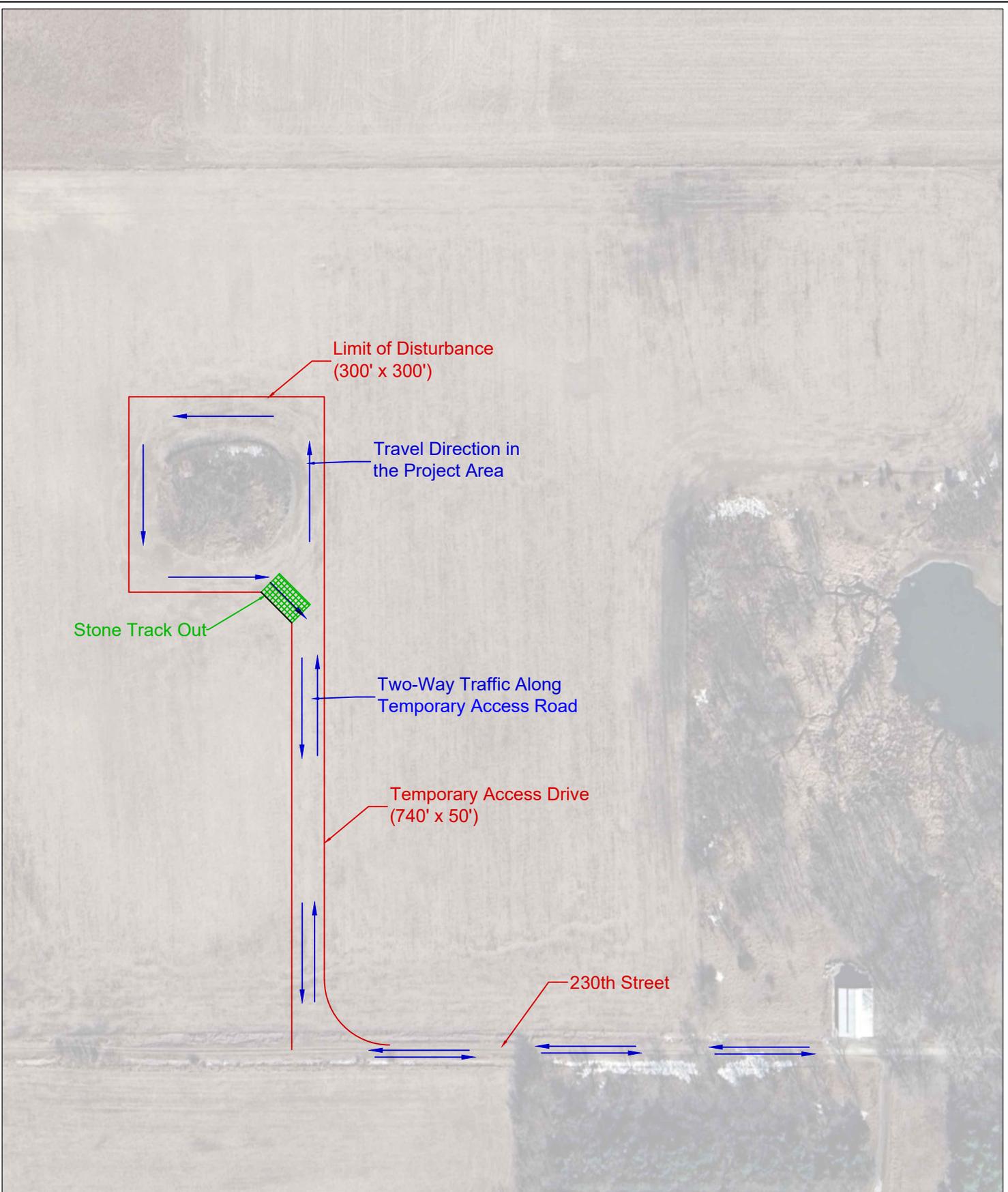
Topographic Map MHI Landfill 2277 Iowa Avenue Independence, Iowa 50644	
DWN BY <i>SLH</i>	SCALE 1" = 1,000'
DATE 9/6/2024	JOB NUMBER 204EM07545
Figure 1	



ATLAS
 328 LaPorte Road
 Waterloo, IA 50702
 Ph. (319) 233-0441

Project Area
 Independence, Iowa Mental Health Institute
 2277 Iowa Avenue
 Independence, Iowa 50644

DWN BY <i>SLH</i>	SCALE 1" = 1,000'	
DATE 3/13/2025	JOB NUMBER 204EM07545	Figure 2



ATLAS

328 LaPorte Road
 Waterloo, IA 50702
 Ph. (319) 233-0441

Site Access Plan		
Independence, Iowa Mental Health Institute 2277 Iowa Avenue Independence, Iowa 50644		
DWN BY	SCALE	
DATE	JOB NUMBER	Figure
3/13/2025	204EM07545	3



CONTRACTOR BID LINE ITEMS WORK SHEET

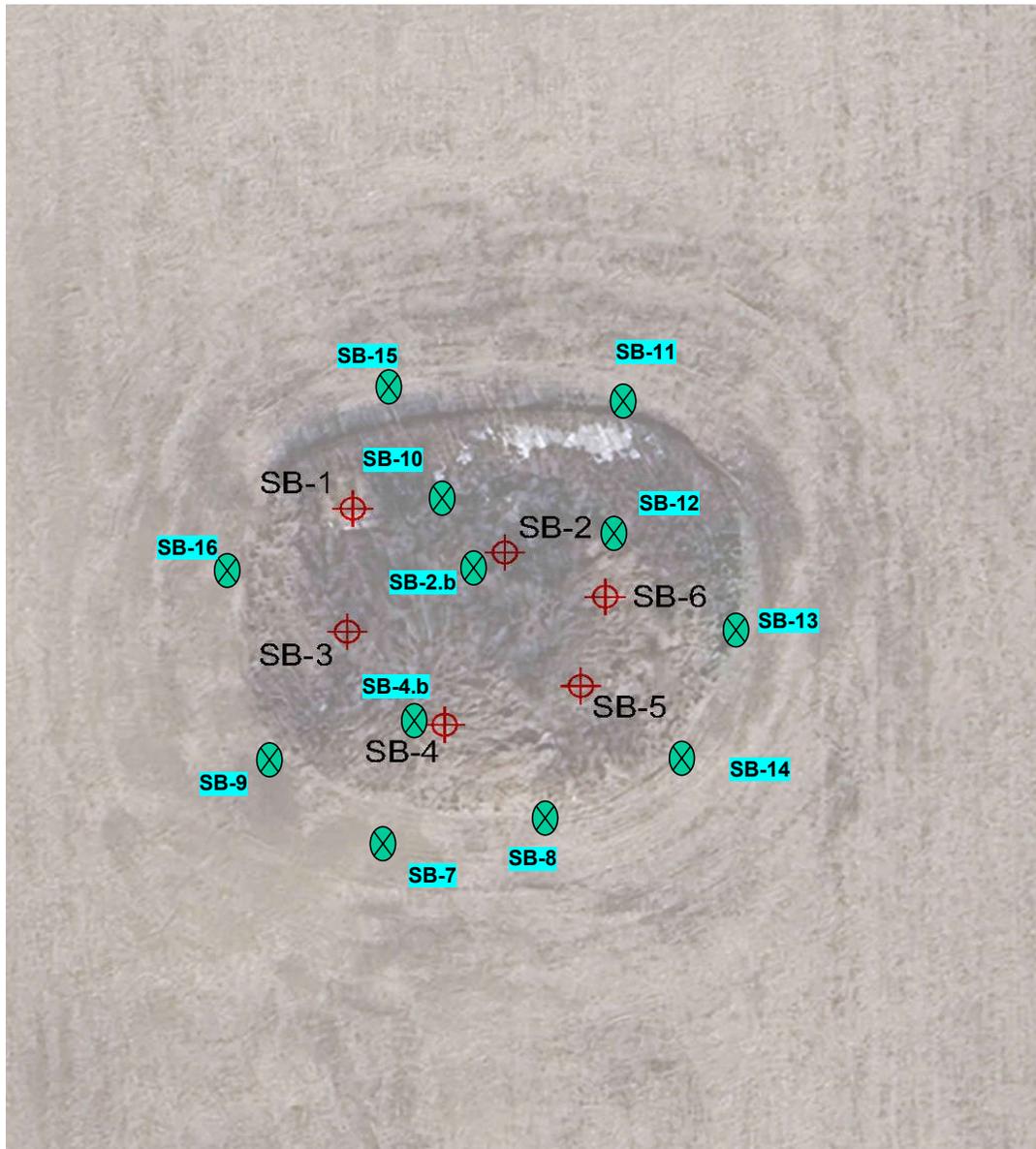
MHI Independence Landfill Excavation Bid Line Items Work Sheet

Task	Unit	Total Units	Unit Cost	Total Cost
Site Access Road 742' x 50'	Lump Sum	1		
Construction Fencing	LF	2,700		
SWPP	LF	300		
Clearing and Grubbing	Lump Sum	1		
Brush and Rubble Disposal	Lump Sum	1		
Soil Excavation and Offsite Disposal at the Black Hawk County Landfill	Tons	9,000		
Decontamination and Tracking Pad	Lump Sum	1		
Dust Control	Lump Sum	1		
Post Excavation Grading and Soil Restoration	Lump Sum	1		
Total				



APPENDIX I

**2024 PHASE II ENVIRONMENTAL SITE ASSESSMENT SUMMARY
PAGES**



SB-7 = Proposed Soil Boring Location



328 LaPorte Road
 Waterloo, Iowa 50702
 Phone: 319-855-2843

SOURCE: Google Earth		
PROJECT NO: 204EM07545	SCALE: NTS	DATE: 11/15/2024
DRAWN BY: JEG	REVIEWED BY: SLR	FILE: SITE PLAN

FIGURE 2- SITE PLAN

Independence Mental Health Institute Landfill
 2277 Iowa Avenue
 Independence, IA 50644

Table 1B - Soil PAH Analytical Results
Phase II Subsurface Investigation
MHI Independence Landfill

Location	Date	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(g,h,i)perylene	Benzo(k)fluoranthene	Chrysene
IDNR Statewide Standards for Soil PAHs (mg/kg)		3400	1700	17000	3.1	2.3	3.1	170	31	310
SB-1 0-4'	8/13/2024	0.0281	0.272	0.184	0.609	1.44	1.34	1.16	0.28	0.699
SB-2 0-4'	8/13/2024	17.6	0.17	48	72.4	57.4	79.3	37.7	28	76.4
SB-2B 4-6'	11/21/2024	<0.00214	<0.00214	0.00215	0.00541	0.00722	0.0126	0.00897	0.00458	0.011
SB-3 0-4'	8/13/2024	0.0189	0.0158	0.0299	0.116	0.116	0.161	0.0827	0.0496	0.137
SB-4 2-4'	8/13/2024	<0.00221	0.0029	0.00587	0.0669	0.0468	0.06	0.0264	0.0156	0.0724
SB-4B 4-6'	11/20/2024	<0.00232	0.00332	0.00379	0.0131	0.0136	0.0196	0.0101	0.00507	0.0203
SB-5 0-4'	8/13/2024	0.108	0.0395	0.286	1.23	1.02	1.67	0.883	0.498	1.39
SB-6 0-4'	8/13/2024	0.12	0.0216	0.377	1.39	1.08	1.7	0.814	0.535	1.46
SB-7 0-2'	11/21/2024	0.00984	0.00485	0.0239	0.0463	0.0403	0.0527	0.0265	0.0188	0.0536
SB-8 0-4'	11/20/2024	<0.00228	<0.00228	<0.00228	<0.00228	<0.00228	<0.00228	<0.00228	<0.00228	<0.00228
SB-8 4-6'	11/20/2024	<0.00239	<0.00239	<0.00239	<0.00239	<0.00239	<0.00239	<0.00239	<0.00239	<0.00239
SB-9 4-6'	11/20/2024	0.00276	0.00276	0.00386	0.0118	0.00993	0.0159	0.00943	0.00602	0.0227
SB-9 0-4'	11/20/2024	<0.00227	<0.00227	<0.00227	<0.00227	<0.00227	0.00261	<0.00227	<0.00227	0.00334
SB-10 0-4'	11/22/2024	<0.00230	<0.00230	<0.00230	0.00234	0.00236	0.00501	<0.00230	<0.00230	0.00387
SB-10 4-6'	11/22/2024	<0.00231	<0.00231	<0.00231	<0.00231	<0.00231	<0.00231	<0.00231	<0.00231	<0.00231
SB-11 0-4'	11/22/2024	<0.00233	<0.00233	0.00248	0.00842	0.00797	0.0136	0.0064	0.00362	0.0168
SB-11 4-6'	11/22/2024	<0.00238	<0.00238	<0.00238	<0.00238	<0.00238	<0.00238	<0.00238	<0.00238	<0.00238
SB-12 0-4'	11/21/2024	<0.00238	<0.00238	0.00328	0.00896	0.00825	0.0162	0.00598	0.00322	0.0165
SB-12 4-6'	11/21/2024	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226
SB-13 0-2'	11/21/2024	<0.00223	<0.00223	<0.00223	<0.00223	<0.00223	0.00568	<0.00223	<0.00223	0.00435
SB-14 0-2'	11/20/2024	<0.00245	<0.00245	0.00392	0.0129	0.0148	0.0237	0.00961	0.00697	0.0175
SB-15 0-2'	11/22/2024	<0.00249	<0.00249	<0.00249	<0.00249	<0.00249	0.00337	<0.00249	<0.00249	<0.00249
SB-15 2-4'	11/22/2024	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226
SB-16 0-2'	11/20/2024	0.00504	0.0123	0.0139	0.0355	0.04	0.0476	0.0318	0.0126	0.0488

Notes:

Bold Bordered result indicates an exceedance of the SWS

Bolded result indicates a laboratory detection

mg/kg = milligrams per kilogram

NE = Not Established

NA = Not Analyzed

Analytes not summarized were not detected in samples submitted for analysis.

**Table 1 - Soil PAH Analytical Results
Phase II Subsurface Investigation
MHI Independence Landfill**

Location	Date	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	2-Methylnaphthalene	Naphthalene	Phenanthrene	Pyrene
IDNR Statewide Standards for Soil PAHs (mg/kg)		0.31	2300	2300	3.1	230	1100	1700	1700
SB-1 0-4'	8/13/2024	0.238	0.728	0.0667	0.606	0.0333	0.0493	0.406	1.5
SB-2 0-4'	8/13/2024	10	241	18.3	27.4	4.31	<0.459	216	176
SB-2B 4-6'	11/21/2024	<0.00214	0.0101	<0.00214	0.0055	<0.00214	<0.00214	0.00388	0.0097
SB-3 0-4'	8/13/2024	0.0223	0.259	0.0163	0.051	0.0436	0.0243	0.194	0.248
SB-4 2-4'	8/13/2024	0.00862	0.0771	<0.00221	0.0171	0.00653	0.00683	0.0333	0.117
SB-4B 4-6'	11/20/2024	0.00286	0.0217	<0.00232	0.00686	0.00837	0.00372	0.0267	0.0279
SB-5 0-4'	8/13/2024	0.254	2.97	0.0847	0.671	0.0638	0.0339	1.43	2.37
SB-6 0-4'	8/13/2024	0.239	3.07	0.117	0.596	0.0599	0.0736	1.74	2.41
SB-7 0-2'	11/21/2024	0.0079	0.0932	0.00687	0.0204	0.0108	0.00557	0.0924	0.0817
SB-8 0-4'	11/20/2024	<0.00228	0.00229	<0.00228	<0.00228	0.00425	0.00237	<0.00228	0.00267
SB-8 4-6'	11/20/2024	<0.00239	<0.00239	<0.00239	<0.00239	<0.00239	<0.00239	<0.00239	<0.00239
SB-9 4-6'	11/20/2024	0.00241	0.0211	<0.00230	0.006	0.0124	0.0191	0.0304	0.0223
SB-9 0-4'	11/20/2024	<0.00227	0.00331	<0.00227	<0.00227	<0.00227	<0.00227	<0.00227	0.00397
SB-10 0-4'	11/22/2024	<0.00230	0.00441	<0.00230	<0.00230	0.00258	<0.00230	<0.00230	0.00322
SB-10 4-6'	11/22/2024	<0.00231	<0.00231	<0.00231	<0.00231	<0.00231	<0.00231	<0.00231	<0.00231
SB-11 0-4'	11/22/2024	<0.00233	0.0184	<0.00233	0.00444	0.00323	0.00307	0.0103	0.0196
SB-11 4-6'	11/22/2024	<0.00238	<0.00238	<0.00238	<0.00238	<0.00238	<0.00238	<0.00238	<0.00238
SB-12 0-4'	11/21/2024	<0.00238	0.0192	<0.00238	0.00445	0.00529	0.00314	0.0192	0.0198
SB-12 4-6'	11/21/2024	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226
SB-13 0-2'	11/21/2024	<0.00223	0.00535	<0.00223	<0.00223	0.00351	0.0119	0.00556	0.00434
SB-14 0-2'	11/20/2024	0.00266	0.0249	<0.00245	0.00791	<0.00245	0.0036	0.0133	0.0227
SB-15 0-2'	11/22/2024	<0.00249	<0.00249	<0.00249	<0.00249	0.00257	<0.00249	<0.00249	<0.00249
SB-15 2-4'	11/22/2024	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226	<0.00226
SB-16 0-2'	11/20/2024	0.00672	0.0612	0.0034	0.0174	0.103	0.0507	0.0858	0.0777

Notes:

Bold Bordered result indicates an exceedance of the SWS

Bolded result indicates a laboratory detection

mg/kg = milligrams per kilogram

NE = Not Established

NA = Not Analyzed

Analytes not summarized were not detected in samples submit

**Table 2- Soil RCRA Metals Analytical Results
Phase II Subsurface Investigation
MHI Independence Landfill**

Location	Date	Arsenic	Barium	Chromium	Lead	Mercury
IDNR Statewide Standards for Soil PAHs (mg/kg)		1.9	15000	190	400	23
SB-1 0-4'	8/13/2024	8.19	50.9	14.7	28.4	0.0283
SB-2 0-4'	8/13/2024	<13.4	65.6	11.8	420	0.163
SB-2B 4-6'	11/21/2024	6.1	59	14.4	21.4	<0.0188
SB-3 0-4'	8/13/2024	10.3	102	20.8	177	0.0862
SB-4 2-4'	8/13/2024	8.53	129	18.6	708	0.677
SB-4B 4-6'	11/20/2024	8.03	126	14.5	459	0.0533
SB-5 0-4'	8/13/2024	8.27	92.7	12.3	226	0.109
SB-6 0-4'	8/13/2024	9.89	100	15.5	155	0.06622
SB-7 0-2'	11/21/2024	7.92	135	13.2	120	0.0498
SB-8 0-4'	11/20/2024	5.73	67.3	23.4	12.8	0.0362
SB-8 4-6'	11/20/2024	<3.67	79.6	24.7	7.88	<0.0200
SB-9 4-6'	11/20/2024	36.7	117	29.6	23.8	0.0295
SB-9 0-4'	11/20/2024	8.3	114	17.1	23.8	0.023
SB-10 0-4'	11/22/2024	4.45	65.4	12.1	12.3	<0.0195
SB-10 4-6'	11/22/2024	<4.13	67.2	13.8	6.52	<0.0209
SB-11 0-4'	11/22/2024	<4.2	105	11.6	24.6	0.023
SB-11 4-6'	11/22/2024	6.25	137	17.3	9.85	<0.0197
SB-12 0-4'	11/21/2024	<4.41	72.8	10.9	23.6	<0.0214
SB-12 4-6'	11/21/2024	4.87	43	22.1	7.75	<0.0188
SB-13 0-2'	11/21/2024	<3.87	47.9	7.26	16.2	<0.0176
SB-13 2-4'	11/21/2024	<4.15	56.9	12.6	<5.18	<0.0203
SB-14 0-2'	11/20/2024	<3.92	58.5	9.4	53.4	<0.0208
SB-15 0-2'	11/22/2024	<4.42	90.5	11.3	6.4	<0.0205
SB-15 2-4'	11/22/2024	<3.61	68.1	10.8	5.89	<0.0201
SB-16 0-2'	11/20/2024	18.6	111	14.4	141	0.0748

Notes:

Bolded result indicates a laboratory detection

Bold Bordered result indicates an exceedance of the IDNR Statewide Standard

mg/kg = milligrams per kilogram

Analytes not summarized were not detected in samples submitted for analysis.

SOIL BORING LOG AND MONITORING WELL CONSTRUCTION DIAGRAM

Boring / Well Number: SB-2		Facility Name: MHI Independence Landfill		Facility Street Address: 2277 Iowa Avenue, Independence, IA			
Boring Depth (ft) X Diameter (in): 12.0 x 3.0				Drilling Method: Direct Push			
Well Contractor Name: Direct Push Technologies				Logged by: James Goodrich			
Registration Number: Bryan Kinzer #8498							
Ground Surface Elevation (ASL): ---			Top of Casing Elevation (ASL): ---				
Date: 8/13/2024		Date: 8/13/2024		UST Number: N/A	LUST Number: N/A		
Start Time:		End Time:					
Depth (feet)	Well Construction Details	Blow Count if applicable	Sample No.	Type*	PID / FID Reading	Rock Formations, Soil, Color and Classifications, Observations (moisture, odor, etc.) <small>First column for USCS</small>	
	after groundwater sampling and soil boring was backfilled with hydrated bentonite Well casing removed		1	CC	0.0	Sand, gravel, with concrete fragments, dry, loose	
				CC	0.0		
				CC	0.0		Pulverized concrete and base rock
				CC	0.0		
				CC	0.0		ML Silt of slight plasticity moist, firm, brown
				CC	0.0		
				2	CC	0.0	ML Silt of slight plasticity, very moist, firm, brown
					CC	0.0	
					CC	0.0	
					CC	0.0	SM Fine sand with fines, anoxic gray with reduced iron
					CC	0.0	ML redoximorphic features
					CC	0.0	Yellow to light gray silt of slight plasticity, trace sand, soft, very moist, anoxic, reduced iron redoximorphic features.
							End of Boring

* SS (split spoon) HSA (hollow stem auger) HA (hand auger)

Observations	Date:	8/13/2024			
Water Depths	Level:	6.91			
Static Water Level Symbol	Time:	13:45			

SOIL BORING LOG AND MONITORING WELL CONSTRUCTION DIAGRAM

Boring / Well Number: SB-3		Facility Name: MHI Independence Landfill		Facility Street Address: 2277 Iowa Avenue, Independence, IA			
Boring Depth (ft) X Diameter (in): 12.0 x 3.0				Drilling Method: Direct Push			
Well Contractor Name: Direct Push Technologies				Logged by: James Goodrich			
Registration Number: Bryan Kinzer #8498							
Ground Surface Elevation (ASL): ---				Top of Casing Elevation (ASL): ---			
Date: 8/13/2024		Date: 8/13/2024		UST Number: N/A		LUST Number: N/A	
Start Time:		End Time:					
Depth (feet)	Well Construction Details	Blow Count if applicable	Sample No.	Type*	PID / FID Reading	Rock Formations, Soil, Color and Classifications, Observations (moisture, odor, etc.) <small>First column for USCS</small>	
<div style="display: flex; align-items: center;"> <div style="flex: 1; border-left: 2px solid black; border-right: 2px solid black; margin: 0 5px;"></div> <div style="flex: 1; padding-left: 10px;"> <p>after groundwater sampling and soil boring was backfilled with hydrated bentonite Well casing removed</p> </div> </div>			1	CC	0.0	Black sand, gravel with brick and concrete fragments	
5				CC	0.0		
				CC	0.0		
				CC	0.0		
				CC	0.0		
			2	CC	0.0	ML	Silt of slight plasticity, dry, friable, brown
				CC	0.0	ML	Silt of slight plasticity, saturated, firm, anoxic, light gray to yellow
10				CC	0.0	SM	Fine sand with fines, saturated, light gray with reduced iron redoximorphic features
				CC	0.0	ML	Silt of slight plasticity, soft, very moist, light gray top light brown
							End of Boring

* SS (split spoon) HSA (hollow stem auger) HA (hand auger)

Observations	Date:	8/13/2024			
Water Depths	Level:	8.47			
Static Water Level Symbol	Time:	14:17			

SOIL BORING LOG AND MONITORING WELL CONSTRUCTION DIAGRAM

Boring / Well Number: SB-5		Facility Name: MHI Independence Landfill		Facility Street Address: 2277 Iowa Avenue, Independence, IA		
Boring Depth (ft) X Diameter (in): 16.0 x 3.0				Drilling Method: Direct Push		
Well Contractor Name: Direct Push Technologies				Logged by: James Goodrich		
Registration Number: Bryan Kinzer #8498						
Ground Surface Elevation (ASL): ---			Top of Casing Elevation (ASL): ---			
Date: 8/13/2024		Date: 8/13/2024		UST Number: N/A	LUST Number: N/A	
Start Time:		End Time:				
Depth (feet)	Well Construction Details	Blow Count if applicable	Sample No.	Type*	PID / FID Reading	Rock Formations, Soil, Color and Classifications, Observations (moisture, odor, etc.) <small>First column for USCS</small>
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">▽</div> </div>	Well casing removed after groundwater sampling and soil boring was backfilled with hydrated bentonite		1	CC	0.0	Black sand, gravel with brick and concrete fragments with fines
				CC	0.0	
				CC	0.0	
				CC	0.0	
5				CC	0.0	No Recovery
			2	CC	0.0	
				CC	0.0	
				CC	0.0	SM
				CC	0.0	Fine sand with silt, saturated, light orange to yellow
				CC	0.0	
				CC	0.0	
				CC	0.0	
				CC	0.0	ML
				CC	0.0	Silt of slight plasticity, very moist to saturated, soft, light gray, depleted, anoxic
10				CC	0.0	
				CC	0.0	
				CC	0.0	
				CC	0.0	
				CC	0.0	
				CC	0.0	
				CC	0.0	
15				CC	0.0	
						End of Boring

* SS (split spoon) HSA (hollow stem auger) HA (hand auger)

Observations	Date:	8/13/2024			
Water Depths	Level:	8.23			
Static Water Level Symbol	Time:	15:30			

SOIL BORING LOG AND MONITORING WELL CONSTRUCTION DIAGRAM

Boring / Well Number: SB-6		Facility Name: MHI Independence Landfill		Facility Street Address: 2277 Iowa Avenue, Independence, IA		
Boring Depth (ft) X Diameter (in): 16.0 x 3.0				Drilling Method: Direct Push		
Well Contractor Name: Direct Push Technologies				Logged by: James Goodrich		
Registration Number: Bryan Kinzer #8498						
Ground Surface Elevation (ASL): ---				Top of Casing Elevation (ASL): ---		
Date: 8/13/2024		Date: 8/13/2024		UST Number: N/A		LUST Number: N/A
Start Time:		End Time:				
Depth (feet)	Well Construction Details	Blow Count if applicable	Sample No.	Type*	PID / FID Reading	Rock Formations, Soil, Color and Classifications, Observations (moisture, odor, etc.) <small>First column for USCS</small>
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">▽</div> </div>	Well casing removed after groundwater sampling and soil boring was backfilled with hydrated bentonite		1	CC	0.0	Black sand, gravel with brick and concrete fragments with fines
5				CC	0.0	
				CC	0.0	
				CC	0.0	
				CC	0.0	
			2	CC	0.0	Pulverized concrete and gravel
				CC	0.0	
				CC	0.0	
10				CC	0.0	
				CC	0.0	
				CC	0.0	ML Silt of slight plasticity, soft, saturated, light gray with red redoximorphic iron depletions
				CC	0.0	
				CC	0.0	
15				CC	0.0	
				CC	0.0	
						End of Boring

* SS (split spoon) HSA (hollow stem auger) HA (hand auger)

Observations	Date:	8/13/2024				
Water Depths	Level:	7.65				
Static Water Level Symbol	Time:	15:35				

Soil Boring Log And Monitoring Well Construction Diagram for: SB-7

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consultants Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/21/2024 Finish Date: 11/21/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor	
		No.	Type*				
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	ML	Silt of slight plasticity, firm, slight soil moisture, light gray to brown with faint redoximorphic iron depletions	
1-2'				0.0	ML		
2-3'		2			0.0		ML
3-4'					0.0		ML
4-5'					0.0		ML
5-6'					0.0		ML
6-7'						End of Boring	
7-8'							
8-9'							
9-10'							
10-11'							
11-12'							
12-13'							
13-14'							
14-15'							
15-16'							
16-17'							
17-18'							
18-19'							
19-20'							
20-21'							
21-22'							
22-23'							
23-24'							
24-25'							
25-26'							
26-27'							
27-28'							
28-29'							
29-30'							

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
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Observation Date:	11/21/2024			
Time	12:15			
Static Water Level (feet bg)	7.65			

Soil Boring Log And Monitoring Well Construction Diagram for: SB-8

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consultants Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/21/2024 Finish Date: 11/21/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor	
		No.	Type*				
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	Fill	Sand, gravel, and concrete gravel with fines and organics	
1-2'				0.0	Fill		
2-3'				0.0	Fill		
3-4'				0.0	Fill		
4-5'		2			0.0	ML	Silt of slight plasticity, soft, saturated, light gray with red redoximorphic iron depletions
5-6'					0.0	ML	
6-7'							End of Boring
7-8'							
8-9'							
9-10'							
10-11'							
11-12'							
12-13'							
13-14'							
14-15'							
15-16'							
16-17'							
17-18'							
18-19'							
19-20'							
20-21'							
21-22'							
22-23'							
23-24'							
24-25'							
25-26'							
26-27'							
27-28'							
28-29'							
29-30'							

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
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Observation Date:	11/21/2024			
Time	12:30			
Static Water Level (feet bg)	Dry			

Soil Boring Log And Monitoring Well Construction Diagram for: SB-9

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consultants Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/21/2024 Finish Date: 11/21/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor	
		No.	Type*				
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	ML	Silt of slight plasticity, firm, slight soil moisture, light gray to brown with faint redoximorphic iron depletions	
1-2'				0.0	ML		
2-3'				0.0	ML		
3-4'				0.0	ML		
4-5'				2	0.0		ML
5-6'					0.0		ML
6-7'						End of Boring	
7-8'							
8-9'							
9-10'							
10-11'							
11-12'							
12-13'							
13-14'							
14-15'							
15-16'							
16-17'							
17-18'							
18-19'							
19-20'							
20-21'							
21-22'							
22-23'							
23-24'							
24-25'							
25-26'							
26-27'							
27-28'							
28-29'							
29-30'							

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
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Observation Date:	11/21/2024			
Time	12:30			
Static Water Level (feet bg)	Dry			

Soil Boring Log And Monitoring Well Construction Diagram for: SB-10

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consultants Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/22/2024 Finish Date: 11/22/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor	
		No.	Type*				
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	Fill	Sand, gravel, and concrete gravel with fines and organics	
1-2'				0.0	Fill		
2-3'				0.0	Fill		
3-4'				0.0	Fill		
4-5'		2			0.0	ML	Silt of slight plasticity, soft, saturated, light gray with red redoximorphic iron depletions
5-6'					0.0	ML	
6-7'							End of Boring
7-8'							
8-9'							
9-10'							
10-11'							
11-12'							
12-13'							
13-14'							
14-15'							
15-16'							
16-17'							
17-18'							
18-19'							
19-20'							
20-21'							
21-22'							
22-23'							
23-24'							
24-25'							
25-26'							
26-27'							
27-28'							
28-29'							

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
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Observation Date:	11/22/2024			
Time	11:30			
Static Water Level (feet bg)	Dry			

Soil Boring Log And Monitoring Well Construction Diagram for: SB-11

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consulting Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/22/2024 Finish Date: 11/22/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor	
		No.	Type*				
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	Fill	Sand, gravel, and concrete gravel with fines and organics	
1-2'				0.0	Fill		
2-3'				0.0	Fill		
3-4'				0.0	Fill		
4-5'		2			0.0	ML	Silt of slight plasticity, firm, slight moisture, light gray with red redoximorphic iron depletions
5-6'					0.0	ML	
6-7'							End of Boring
7-8'							
8-9'							
9-10'							
10-11'							
11-12'							
12-13'							
13-14'							
14-15'							
15-16'							
16-17'							
17-18'							
18-19'							
19-20'							
20-21'							
21-22'							
22-23'							
23-24'							
24-25'							
25-26'							
26-27'							
27-28'							
28-29'							
29-30'							

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
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Observation Date:	11/22/2024			
Time	11:30			
Static Water Level (feet bg)	Dry			

Soil Boring Log And Monitoring Well Construction Diagram for: SB-12

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consultants Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/21/2024 Finish Date: 11/21/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor	
		No.	Type*				
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	Fill	Sand, gravel, and concrete gravel with fines and organics	
1-2'				0.0	Fill		
2-3'				0.0	Fill		
3-4'				0.0	Fill		
4-5'		2			0.0	ML	Silt of slight plasticity, firm, slight moisture, light gray with red redoximorphic iron depletions
5-6'					0.0	ML	
6-7'							End of Boring
7-8'							
8-9'							
9-10'							
10-11'							
11-12'							
12-13'							
13-14'							
14-15'							
15-16'							
16-17'							
17-18'							
18-19'							
19-20'							
20-21'							
21-22'							
22-23'							
23-24'							
24-25'							
25-26'							
26-27'							
27-28'							
28-29'							
29-30'							

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
--	---	--

Observation Date:	11/22/2024			
Time	13:50			
Static Water Level (feet bg)	Dry			

Soil Boring Log And Monitoring Well Construction Diagram for: SB-13

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consultants Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/21/2024 Finish Date: 11/21/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor
		No.	Type*			
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	ML	Silt of slight plasticity, firm, slight soil moisture, light gray to brown with faint redoximorphic iron depletions
1-2'				0.0	ML	
2-3'		2		0.0	ML	
3-4'				0.0	ML	
4-5'				0.0	ML	
5-6'				0.0	ML	
6-7'						End of Boring
7-8'						
8-9'						
9-10'						
10-11'						
11-12'						
12-13'						
13-14'						
14-15'						
15-16'						
16-17'						
17-18'						
18-19'						
19-20'						
20-21'						
21-22'						
22-23'						
23-24'						
24-25'						
25-26'						
26-27'						
27-28'						
28-29'						
29-30'						

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
--	---	--

Observation Date:	11/21/2024			
Time	11:30			
Static Water Level (feet bg)	7.65			

Soil Boring Log And Monitoring Well Construction Diagram for: SB-14

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consultants Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/20/2024 Finish Date: 11/20/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor
		No.	Type*			
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	ML	Silt of slight plasticity, firm, slight soil moisture, light gray to brown with faint redoximorphic iron depletions
1-2'				0.0	ML	
2-3'		2		0.0	ML	
3-4'				0.0	ML	
4-5'				0.0	ML	
5-6'				0.0	ML	
6-7'						End of Boring
7-8'						
8-9'						
9-10'						
10-11'						
11-12'						
12-13'						
13-14'						
14-15'						
15-16'						
16-17'						
17-18'						
18-19'						
19-20'						
20-21'						
21-22'						
22-23'						
23-24'						
24-25'						
25-26'						
26-27'						
27-28'						
28-29'						
29-30'						

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
--	---	--

Observation Date:	11/21/2024			
Time	11:30			
Static Water Level (feet bg)	7.65			

Soil Boring Log And Monitoring Well Construction Diagram for: SB-15

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consultants Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/22/2024 Finish Date: 11/22/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor
		No.	Type*			
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	ML	Silt of slight plasticity, firm, slight soil moisture, light gray to brown with faint redoximorphic iron depletions
1-2'				0.0	ML	
2-3'		2		0.0	ML	
3-4'				0.0	ML	
4-5'			0.0	ML		
5-6'			0.0	ML		
6-7'						End of Boring
7-8'						
8-9'						
9-10'						
10-11'						
11-12'						
12-13'						
13-14'						
14-15'						
15-16'						
16-17'						
17-18'						
18-19'						
19-20'						
20-21'						
21-22'						
22-23'						
23-24'						
24-25'						
25-26'						
26-27'						
27-28'						
28-29'						
29-30'						

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
--	---	--

Observation Date:	11/22/2024			
Time	11:45			
Static Water Level (feet bg)				

Soil Boring Log And Monitoring Well Construction Diagram for: SB-16

Facility Name: MHI Independence Landfill

Well Contractor Name: Atlas Technical Consultants Drilling Method**: Hand Auger

Well Contractor Registration Number: A. Erhardt #8134 Boring Depth (ft) x Diameter (in): 6.0' x 3.0"

Logged by: James Goodrich Ground Surface Elevation (ASL): N/A

Start Date: 11/20/2024 Finish Date: 11/20/2024 Top of Casing Elevation (ASL): N/A

Depth (feet)	Well Construction Details	Sample		PID / FID PPM	USCS	Sample Descriptions: soil, color, classification, observation Example: Silty clay, dark gray, hard, moist, strong odor	
		No.	Type*				
0-1'	Soil boring was backfilled with hydrated bentonite.	1	CC	0.0	Fill	Sand, gravel, and concrete gravel with fines and organics	
1-2'				0.0	Fill		
2-3'				0.0	Fill		
3-4'				0.0	Fill		
4-5'		2			0.0	ML	Silt of slight plasticity, firm, slight moisture, light gray with red redoximorphic iron depletions
5-6'					0.0	ML	
6-7'							End of Boring
7-8'							
8-9'							
9-10'							
10-11'							
11-12'							
12-13'							
13-14'							
14-15'							
15-16'							
16-17'							
17-18'							
18-19'							
19-20'							
20-21'							
21-22'							
22-23'							
23-24'							
24-25'							
25-26'							
26-27'							
27-28'							
28-29'							
29-30'							

* Sample Types: Split Spoon (SS) Continuous Core (CC)	** Drilling Method Options: Rotary Auger, Push Probe, Hand Auger, Air drilling, Hollow Stem Auger, Other (Describe)	Symbols to Use: v – Static Water Level s – sample collected bg – below grade
--	---	--

Observation Date:	11/20/2024			
Time	14:30			
Static Water Level (feet bg)	Dry			



APPENDIX II

IDOT CLEARING AND GRUBBING SPECIFICATIONS

DIVISION 21. EARTHWORK, SUBGRADES, AND SUBBASES

This work consists of grading and construction of subgrades and subbases as required for the various types of work in the following sections. Complete the work in conformance with the lines, grades, thicknesses, and typical cross sections shown in the contract documents or as established by the Engineer.

- 2101. Clearing and Grubbing.
- 2102. Roadway and Borrow Excavation.
- 2103. Presplitting and Production Blasting of Rock Slope Cuts.
- 2104. Channel Excavation.
- 2105. Stripping, Salvaging, and Spreading Topsoil.
- 2106. Settlement Plates.
- 2107. Embankments.
- 2109. Natural Subgrade.
- 2110. Soil Aggregate Subbase.
- 2111. Granular Subbase.
- 2112. Wick Drains.
- 2113. Subgrade Stabilization Material.
- 2115. Modified Subbase.
- 2116. Full Depth Reclamation.
- 2120. Fuel Adjustment.
- 2121. Granular Shoulders.
- 2122. Paved Shoulders.
- 2123. Earth Shoulders for Pavements and Bases.
- 2125. Reshaping Ditches.
- 2126. Reclaiming Present Surfacing Material.
- 2127. Reconstruction of Roadbed.
- 2128. Furnish and Apply Granular Shoulder Material.

Section 2101. Clearing and Grubbing

2101.01 DESCRIPTION.

- A. **Clearing:** Cut and remove trees 3 inches or more in diameter. Cutting shall be performed between October 1st and March 31st. Tree felling will only require trees to be cut 3 to 4 feet above ground line.
- B. **Grubbing:** Remove stumps, including roots, to a depth of at least 12 inches.
- C. **Removal of Logs and Down Timber:** Remove logs and down timber encountered on the work.
- D. **Hedge Removal:** Pull or grub hedge fences of Osage Orange or shrubs planted close together in rows. If any individual tree, of those composing a hedge, has a diameter greater than 6 inches, it will be measured separately as a tree.
- E. **Brush and Shrub Removal:** Pull or grub trees and shrubs less than 3 inches in diameter, including roots, which are not classified as hedge.

- F. Removal of Growing Corn:** Cut stalks to a maximum height of 5 inches above the ground, remove the stalks, and thoroughly disk the corn stubble.
- G. Vegetation and Rubbish Removal:** Remove vegetation and all rubbish encountered on the right-of-way.
- H. Field Fence:** Remove field fence from the project.

2101.02 MATERIALS.

None.

2101.03 CONSTRUCTION.

- A.** Remove woody and other herbaceous vegetation, field fences, and rubbish from the right-of-way and from borrow pits furnished by the Contracting Authority. Do not remove field fences, trees, shrubs, and grasses that are to be preserved as indicated in the contract documents or as designated by the Engineer.
- B.** Unless shown otherwise in the contract documents or ordered by the Engineer, clear and grub the area within the need line, or the entire right-of-way including borrow pits and the area covered by embankments. All of this material which is removed from the project remains the property of the Contractor.
- C.** Material from clearing and grubbing may be burned according to 567 IAC 23.2 and additional local ordinances. The unburned materials may be buried on State of Iowa right of way at locations approved by the Engineer.
- D.** Material from clearing and grubbing may be processed by such means as chipping of logs, down timber, or brush, for mulching material, or salvaging of logs and down timber for firewood. Other vegetation including corn stubble may be disked into the existing ground surface.
- E.** Haul the materials from clearing and grubbing (other than field fence) that are not handled on the project to a "yard waste" landfill.
- F.** Remove field fence from the project. Field fence may be deposited in an appropriate landfill.
- G.** Perform tree felling in areas as shown in the contract documents. Grubbing and removal of felled trees or other material will be completed by others. Move felled trees to avoid interference with drainage ways and keep within the right-of-way, unless indicated otherwise in the contract documents.

2101.04 METHOD OF MEASUREMENT.

Measurement for Clearing and Grubbing, removal, and clean-up of other material in units (calculated to the nearest 0.1 unit) or by area will be as follows:

A. Units.

1. Clearing and Grubbing will be the quantity shown in the contract documents.
 - a. Trees 3 inches in diameter or greater will be counted and the circumference will be measured at a height of 18 inches above the ground. The diameter will be calculated by measuring the circumference to the nearest inch and dividing by 3.14. See Table 2101.04-1 for identification of units per tree for clearing, grubbing, and clearing and grubbing.
 - b. Stumps 3 inches in diameter or greater will be counted and the diameter, in inches, calculated by determining the average diameter at cutoff. See Table 2101.04-1 for identification of units per stump for grubbing.
 - c. Logs and down timber 3 inches in diameter or greater will be measured in a manner similar to that used for trees. Measurement will be at a point 18 inches from the end of the log with greatest diameter or 18 inches from the base of the tree for down timber for clearing. See Table 2101.04-1 for identification of units per log and down timber for clearing.
 - d. Hedge rows will be measured in linear feet and converted to units using a rate of 30 units per station of hedge row.
 - e. Brush will be measured in square feet and converted to units by using a rate of 0.8 units per 100 square feet of brush.
 - f. Growing corn will be measured in square feet and converted to units by using a rate of 0.2 units per 100 square feet of growing corn.
 - g. Vegetation removal will not be measured for payment.
 - h. Field fence removal, included in clearing and grubbing, will be measured in stations and converted to units at a rate of 6.0 units per station of fence.

2. For each tree or stump counted as identified in Articles 2101.04, A, 1, a; b; and c, units will be determined as identified in Table 2101.04-1. Units for tree felling will be equivalent to clearing units.

Table 2101.04-1: Clearing and Grubbing Units

Size Diameter	Unit		
	Clearing	Grubbing	Clearing and Grubbing
3 in. to 6 in. inclusive	0.5	1.1	1.6
Over 6 in. to 9 in. inclusive	1.1	2.8	3.9
Over 9 in. to 12 in. inclusive	1.9	4.8	6.7
Over 12 in. to 15 in. inclusive	2.8	6.6	9.4
Over 15 in. to 18 in. inclusive	4.7	8.8	13.5
Over 18 in. to 24 in. inclusive	8.4	13.6	22.0

Over 24 in. to 30 in. inclusive	11.4	17.6	29.0
Over 30 in. to 36 in. inclusive	22.0	28.0	50.0
Over 36 in. to 42 in. inclusive	30.0	50.0	80.0
Over 42 in. to 48 in. inclusive	40.0	80.0	120.0
Over 48 in. to 60 in. inclusive	60.0	100.0	160.0
Over 60 in. to 72 in. inclusive	80.0	120.0	200.0
Over 72 in.	120.0	160.0	280.0

B. Area.

1. The area in acres will be the quantity shown in the contract documents. If limits for this item are not shown in the contract documents, they will be calculated from a need line or right-of-way line as indicated in the plans.
2. Within these limits, an item for clearing and grubbing in units will not be measured for payment.

2101.05 BASIS OF PAYMENT.

Payment for Clearing and Grubbing, removal of trees, stumps, logs and down timber, hedge rows, brush, field fence, growing corn, and tree felling will be made at the contract unit price per unit or per acre as indicated below. If the Contractor is required to save material less than 6 inches in diameter or to process material saved to an extent greater than is necessary to produce neat piles, this extra saving and processing is considered extra work and payment will be as provided in Article 1109.03, B. Removal and disposal of household rubbish and other nonhazardous rubbish is considered extra work and payment will be as provided in Article 1109.03, B.

A. Units.

Number of units satisfactorily completed.

B. Area.

Number of acres satisfactorily completed.

Section 2102. Roadway and Borrow Excavation

2102.01 DESCRIPTION.

Excavate, haul, place, compact, and shape construction materials.

2102.02 MATERIALS.

A. Class 10.

Includes:



APPENDIX III
LANDFILL DISPOSAL APPROVAL

James Goodrich

From: John Foster <jfoster@wastetrac.org>
Sent: Friday, March 14, 2025 9:21 AM
To: James Goodrich
Subject: [EXTERNAL] RE: Request for Special Waste Disposal

[External Email] This email originated from outside of the Atlas mail system. Please use caution when opening attachments.

When the decision and tie frame is decided, email back and I can add to the application for approval.

From: James Goodrich <James.Goodrich@oneatlas.com>
Sent: Tuesday, March 11, 2025 4:01 PM
To: John Foster <jfoster@wastetrac.org>
Subject: RE: Request for Special Waste Disposal

John,

Good afternoon! The contractor who will be hauling the materials offsite has not yet been selected. We're hoping to get the bid documents out this week yet. When the contractor is selected in the next few weeks, we'll have them provide that information to finalize the approval with Wastetrac.

Thank you for your help!

James Goodrich
Client Services Manager



328 LaPorte Road,
Waterloo, Iowa 50702
O: 319.233.0441 | C: 319.855.2843
OneAtlas.com | [LinkedIn](https://www.linkedin.com/company/atlas) | [Facebook](https://www.facebook.com/atlas) | [Twitter](https://twitter.com/atlas)

From: John Foster <jfoster@wastetrac.org>
Sent: Tuesday, March 11, 2025 3:49 PM
To: James Goodrich <James.Goodrich@oneatlas.com>
Subject: [EXTERNAL] RE: Request for Special Waste Disposal

[External Email] This email originated from outside of the Atlas mail system. Please use caution when opening attachments.

James,

We can accept this material. Before I can approve it, I will need to know who will be billed (cash, credit card, or account credit) for it and who will haul it.

John

From: James Goodrich <James.Goodrich@oneatlas.com>

Sent: Monday, March 10, 2025 1:24 PM

To: John Foster <jfoster@wastetrac.org>

Subject: RE: Request for Special Waste Disposal

John,

Good afternoon! Please find attached the waste manifest and the Composite TCLP soil analytical results for the MHI soil excavation project.

Thank you!

James Goodrich

Client Services Manager



328 LaPorte Road,
Waterloo, Iowa 50702

O: 319.233.0441 | **C:** 319.855.2843

OneAtlas.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

From: John Foster <jfoster@wastetrac.org>

Sent: Monday, March 3, 2025 11:35 AM

To: James Goodrich <James.Goodrich@oneatlas.com>

Subject: [EXTERNAL] RE: Request for Special Waste Disposal

[External Email] This email originated from outside of the Atlas mail system. Please use caution when opening attachments.

James,

I forgot to attach the waste application form. Please complete and return with the analytical data for consideration.

John

From: James Goodrich <James.Goodrich@oneatlas.com>

Sent: Monday, March 3, 2025 10:28 AM

To: John Foster <jfoster@wastetrac.org>

Subject: RE: Request for Special Waste Disposal

John,

Our staff is collecting the soil samples now. We should have the TCLPS back to you by the end of the week.

Thank you!

James Goodrich

Client Services Manager



328 LaPorte Road,
Waterloo, Iowa 50702

O: 319.233.0441 | **C:** 319.855.2843

BLACK HAWK COUNTY SOLID WASTE MANAGEMENT COMMISSION
229 E. Park Ave.
P.O. Box 208
Waterloo, Iowa 50704-0208
(319) 234-8115
Fax: (319) 235-2891

Application for Disposal of Miscellaneous Waste

Scale House Operator, charge as:

1. Type of Material: Soil

2. Applicant Name: Atlas Technical Consultants

Address: 328 LaPorte Road, Waterloo, Iowa 50702

Phone: 319-855-28143

Fax:

Contact Person: James Goodrich

3. Origin of material: Independence Mental Health Institute

**Address: 2227 Iowa Avenue
State: Iowa 50644**

City: Independence

4. Estimated quantity to be disposed of: 5,300 CY/9000 Tons
(A copy of this application must accompany each load)

5. Date delivery to begin: June 1, 2025

6. Hauler: To be Determined

Mail or Fax application and any available laboratory or field data, Attention: John Foster

Certification: We do hereby certify that the information provided is complete and accurate and this material contains no RCRA regulated hazardous wastes.


Applicant Signature

3/10/2025
Date

Disposal Approved: _____ Date: _____

Composite TCLP Analytical Laboratory Report

 **ANALYTICAL REPORT****PREPARED FOR**

Attn: James Goodrich
Atlas Technical Consultants LLC
4503 E 50th Street
Suite 800
Des Moines, Iowa 50317
Generated 3/10/2025 12:03:23 PM

JOB DESCRIPTION

Independence, IA Composite

JOB NUMBER

310-301230-1

Eurofins Cedar Falls

Job Notes

This report may not be reproduced except in full, and with written approval from the laboratory. The results relate only to the samples tested. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

The test results in this report relate only to the samples as received by the laboratory and will meet all requirements of the methodology, with any exceptions noted. This report shall not be reproduced except in full, without the express written approval of the laboratory. All questions should be directed to the Eurofins Environment Testing North Central, LLC Project Manager.

Authorization



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Conner Calhoun, Client Service Manager
Conner.Calhoun@et.eurofinsus.com
(319)277-2401



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Case Narrative

Client: Atlas Technical Consultants LLC
Project: Independence, IA Composite

Job ID: 310-301230-1

Job ID: 310-301230-1

Eurofins Cedar Falls

Job Narrative 310-301230-1

Analytical test results meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page unless otherwise noted under the individual analysis. Data qualifiers and/or narrative comments are included to explain any exceptions, if applicable.

- Matrix QC may not be reported if insufficient sample is provided or site-specific QC samples were not submitted. In these situations, to demonstrate precision and accuracy at a batch level, a LCS/LCSD may be performed, unless otherwise specified in the method.
- Surrogate and/or isotope dilution analyte recoveries (if applicable) which are outside of the QC window are confirmed unless attributed to a dilution or otherwise noted in the narrative.

Regulated compliance samples (e.g. SDWA, NPDES) must comply with the associated agency requirements/permits.

Receipt

The sample was received on 3/3/2025 1:35 PM. Unless otherwise noted below, the sample arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 2.9°C.

GC/MS Semi VOA

Method 8270E - TCLP: The laboratory control sample (LCS) for preparation batch 310-448358 and analytical batch 310-448400 recovered outside control limits for the following analytes: Hexachlorobenzene, Nitrobenzene, Pentachlorophenol, 2,4,5-Trichlorophenol and 2,4,6-Trichlorophenol. These analytes were biased high in the LCS and were not detected in the associated samples; therefore, the data have been reported.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Metals

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

General Chemistry

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Eurofins Cedar Falls

Sample Summary

Client: Atlas Technical Consultants LLC
Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
310-301230-1	Composite #1	Solid	03/03/25 12:35	03/03/25 13:35

1

2

3

4

5

6

7

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12

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14

15

Detection Summary

Client: Atlas Technical Consultants LLC
Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Client Sample ID: Composite #1

Lab Sample ID: 310-301230-1

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	0.594		0.200		mg/L	1		6010D	TCLP
Chromium	0.0301		0.0200		mg/L	1		6010D	TCLP
Flashpoint	>202		65.0		Degrees F	1		D92	Total/NA
pH	7.0	HF	1.0		SU	1		9045D	Soluble

This Detection Summary does not include radiochemical test results.

Eurofins Cedar Falls

Client Sample Results

Client: Atlas Technical Consultants LLC
 Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Client Sample ID: Composite #1

Lab Sample ID: 310-301230-1

Date Collected: 03/03/25 12:35

Matrix: Solid

Date Received: 03/03/25 13:35

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS) - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,4-Dichlorobenzene	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
2,4-Dinitrotoluene	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
Hexachlorobenzene	<0.0500	*+	0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
Hexachlorobutadiene	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
Hexachloroethane	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
2-Methylphenol	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
4-Methylphenol (and/or 3-Methylphenol)	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
Nitrobenzene	<0.0500	*+	0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
Pentachlorophenol	<0.0500	*+	0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
Pyridine	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
Total Cresols	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
2,4,5-Trichlorophenol	<0.0500	*+	0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1
2,4,6-Trichlorophenol	<0.0500	*+	0.0500		mg/L		03/07/25 10:19	03/08/25 09:08	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2-Fluorobiphenyl (Surr)	51		39 - 118	03/07/25 10:19	03/08/25 09:08	1
2-Fluorophenol (Surr)	44		25 - 110	03/07/25 10:19	03/08/25 09:08	1
Nitrobenzene-d5 (Surr)	59		45 - 129	03/07/25 10:19	03/08/25 09:08	1
Phenol-d5 (Surr)	40		21 - 110	03/07/25 10:19	03/08/25 09:08	1
Terphenyl-d14 (Surr)	53		12 - 144	03/07/25 10:19	03/08/25 09:08	1
2,4,6-Tribromophenol (Surr)	60		27 - 136	03/07/25 10:19	03/08/25 09:08	1

Method: SW846 6010D - Metals (ICP) - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<0.100		0.100		mg/L		03/06/25 09:30	03/07/25 12:29	1
Barium	0.594		0.200		mg/L		03/06/25 09:30	03/07/25 12:29	1
Cadmium	<0.0200		0.0200		mg/L		03/06/25 09:30	03/07/25 12:29	1
Chromium	0.0301		0.0200		mg/L		03/06/25 09:30	03/07/25 12:29	1
Lead	<0.100		0.100		mg/L		03/06/25 09:30	03/07/25 12:29	1
Selenium	<0.100		0.100		mg/L		03/06/25 09:30	03/07/25 12:29	1
Silver	<0.0500		0.0500		mg/L		03/06/25 09:30	03/07/25 12:29	1

Method: SW846 7470A - Mercury (CVAA) - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.00200		0.00200		mg/L		03/06/25 11:05	03/06/25 15:24	1

General Chemistry

Analyte	Result	Qualifier	RL	RL	Unit	D	Prepared	Analyzed	Dil Fac
Flashpoint (ASTM D92)	>202		65.0		Degrees F			03/05/25 07:48	1

General Chemistry - Soluble

Analyte	Result	Qualifier	RL	RL	Unit	D	Prepared	Analyzed	Dil Fac
pH (SW846 9045D)	7.0	HF	1.0		SU			03/04/25 20:20	1

Client Sample Results

Client: Atlas Technical Consultants LLC
Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Client Sample ID: Composite #1

Lab Sample ID: 310-301230-1

Date Collected: 03/03/25 12:35

Matrix: Solid

Date Received: 03/03/25 13:35

Percent Solids: 84.5

General Chemistry

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Cyanide, Total (SW846 9012B)	<1.18		1.18		mg/Kg	✳	03/05/25 12:41	03/05/25 18:10	1
Sulfide (SW846 9034)	<35.2		35.2		mg/Kg	✳	03/06/25 09:16	03/06/25 11:09	1

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Definitions/Glossary

Client: Atlas Technical Consultants LLC
Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Qualifiers

GC/MS Semi VOA

Qualifier	Qualifier Description
*+	LCS and/or LCSD is outside acceptance limits, high biased.

General Chemistry

Qualifier	Qualifier Description
HF	Parameter with a holding time of 15 minutes. Test performed by laboratory at client's request. Sample was analyzed outside of hold time.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
☼	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Surrogate Summary

Client: Atlas Technical Consultants LLC
 Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Method: 8270E - Semivolatile Organic Compounds (GC/MS)

Matrix: Solid

Prep Type: Total/NA

Lab Sample ID	Client Sample ID	Percent Surrogate Recovery (Acceptance Limits)					
		FBP (39-118)	2FP (25-110)	NBZ (45-129)	PHL (21-110)	TPHL (12-144)	TBP (27-136)
LCS 310-448358/1-A	Lab Control Sample	108	84	109	74	136	117
LCS 310-448358/2-A	Lab Control Sample Dup	60	48	60	44	78	63

Surrogate Legend

FBP = 2-Fluorobiphenyl (Surr)
 2FP = 2-Fluorophenol (Surr)
 NBZ = Nitrobenzene-d5 (Surr)
 PHL = Phenol-d5 (Surr)
 TPHL = Terphenyl-d14 (Surr)
 TBP = 2,4,6-Tribromophenol (Surr)

Method: 8270E - Semivolatile Organic Compounds (GC/MS)

Matrix: Solid

Prep Type: TCLP

Lab Sample ID	Client Sample ID	Percent Surrogate Recovery (Acceptance Limits)					
		FBP (39-118)	2FP (25-110)	NBZ (45-129)	PHL (21-110)	TPHL (12-144)	TBP (27-136)
310-301230-1	Composite #1	51	44	59	40	53	60
LB 310-448161/1-D	Method Blank	59	51	65	46	85	70

Surrogate Legend

FBP = 2-Fluorobiphenyl (Surr)
 2FP = 2-Fluorophenol (Surr)
 NBZ = Nitrobenzene-d5 (Surr)
 PHL = Phenol-d5 (Surr)
 TPHL = Terphenyl-d14 (Surr)
 TBP = 2,4,6-Tribromophenol (Surr)

QC Sample Results

Client: Atlas Technical Consultants LLC
 Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Method: 8270E - Semivolatile Organic Compounds (GC/MS)

Lab Sample ID: LCS 310-448358/1-A

Matrix: Solid

Analysis Batch: 448400

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 448358

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec	
							Limits	
1,4-Dichlorobenzene	0.125	0.1142		mg/L		91	32 - 110	
2,4-Dinitrotoluene	0.125	0.1625		mg/L		130	47 - 137	
Hexachlorobenzene	0.125	0.1648	*+	mg/L		132	48 - 119	
Hexachlorobutadiene	0.125	0.1308		mg/L		105	32 - 110	
Hexachloroethane	0.125	0.1095		mg/L		88	31 - 110	
2-Methylphenol	0.125	0.1436		mg/L		115	47 - 118	
4-Methylphenol (and/or 3-Methylphenol)	0.125	0.1439		mg/L		115	46 - 117	
Nitrobenzene	0.125	0.1478	*+	mg/L		118	47 - 116	
Pentachlorophenol	0.250	0.3579	*+	mg/L		143	26 - 133	
Pyridine	0.250	0.2173		mg/L		87	10 - 110	
2,4,5-Trichlorophenol	0.125	0.1748	*+	mg/L		140	35 - 133	
2,4,6-Trichlorophenol	0.125	0.1824	*+	mg/L		146	28 - 139	

Surrogate	LCS LCS		Limits
	%Recovery	Qualifier	
2-Fluorobiphenyl (Surr)	108		39 - 118
2-Fluorophenol (Surr)	84		25 - 110
Nitrobenzene-d5 (Surr)	109		45 - 129
Phenol-d5 (Surr)	74		21 - 110
Terphenyl-d14 (Surr)	136		12 - 144
2,4,6-Tribromophenol (Surr)	117		27 - 136

Lab Sample ID: LCSD 310-448358/2-A

Matrix: Solid

Analysis Batch: 448400

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Prep Batch: 448358

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec		RPD
							Limits	RPD	Limit
1,4-Dichlorobenzene	0.125	0.08127		mg/L		65	32 - 110	34	35
2,4-Dinitrotoluene	0.125	0.1140		mg/L		91	47 - 137	35	35
Hexachlorobenzene	0.125	0.1258		mg/L		101	48 - 119	27	35
Hexachlorobutadiene	0.125	0.09495		mg/L		76	32 - 110	32	35
Hexachloroethane	0.125	0.07682		mg/L		61	31 - 110	35	35
2-Methylphenol	0.125	0.1144		mg/L		91	47 - 118	23	35
4-Methylphenol (and/or 3-Methylphenol)	0.125	0.1140		mg/L		91	46 - 117	23	35
Nitrobenzene	0.125	0.1110		mg/L		89	47 - 116	28	35
Pentachlorophenol	0.250	0.2699		mg/L		108	26 - 133	28	35
Pyridine	0.250	0.2303		mg/L		92	10 - 110	6	35
2,4,5-Trichlorophenol	0.125	0.1296		mg/L		104	35 - 133	30	35
2,4,6-Trichlorophenol	0.125	0.1324		mg/L		106	28 - 139	32	35

Surrogate	LCSD LCSD		Limits
	%Recovery	Qualifier	
2-Fluorobiphenyl (Surr)	60		39 - 118
2-Fluorophenol (Surr)	48		25 - 110
Nitrobenzene-d5 (Surr)	60		45 - 129
Phenol-d5 (Surr)	44		21 - 110
Terphenyl-d14 (Surr)	78		12 - 144
2,4,6-Tribromophenol (Surr)	63		27 - 136

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QC Sample Results

Client: Atlas Technical Consultants LLC
 Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LB 310-448161/1-D
Matrix: Solid
Analysis Batch: 448400

Client Sample ID: Method Blank
Prep Type: TCLP
Prep Batch: 448358

Analyte	LB	LB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
1,4-Dichlorobenzene	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
2,4-Dinitrotoluene	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
Hexachlorobenzene	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
Hexachlorobutadiene	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
Hexachloroethane	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
2-Methylphenol	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
4-Methylphenol (and/or 3-Methylphenol)	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
Nitrobenzene	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
Pentachlorophenol	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
Pyridine	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
Total Cresols	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
2,4,5-Trichlorophenol	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1
2,4,6-Trichlorophenol	<0.0500		0.0500		mg/L		03/07/25 10:19	03/08/25 07:49	1

Surrogate	LB	LB	Limits	Prepared	Analyzed	Dil Fac
	%Recovery	Qualifier				
2-Fluorobiphenyl (Surr)	59		39 - 118	03/07/25 10:19	03/08/25 07:49	1
2-Fluorophenol (Surr)	51		25 - 110	03/07/25 10:19	03/08/25 07:49	1
Nitrobenzene-d5 (Surr)	65		45 - 129	03/07/25 10:19	03/08/25 07:49	1
Phenol-d5 (Surr)	46		21 - 110	03/07/25 10:19	03/08/25 07:49	1
Terphenyl-d14 (Surr)	85		12 - 144	03/07/25 10:19	03/08/25 07:49	1
2,4,6-Tribromophenol (Surr)	70		27 - 136	03/07/25 10:19	03/08/25 07:49	1

Method: 6010D - Metals (ICP)

Lab Sample ID: LB 310-448161/1-B
Matrix: Solid
Analysis Batch: 448381

Client Sample ID: Method Blank
Prep Type: TCLP
Prep Batch: 448204

Analyte	LB	LB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Arsenic	<0.100		0.100		mg/L		03/06/25 09:30	03/07/25 12:15	1
Barium	<0.200		0.200		mg/L		03/06/25 09:30	03/07/25 12:15	1
Cadmium	<0.0200		0.0200		mg/L		03/06/25 09:30	03/07/25 12:15	1
Chromium	<0.0200		0.0200		mg/L		03/06/25 09:30	03/07/25 12:15	1
Lead	<0.100		0.100		mg/L		03/06/25 09:30	03/07/25 12:15	1
Selenium	<0.100		0.100		mg/L		03/06/25 09:30	03/07/25 12:15	1
Silver	<0.0500		0.0500		mg/L		03/06/25 09:30	03/07/25 12:15	1

Lab Sample ID: LCS 310-448161/2-B
Matrix: Solid
Analysis Batch: 448381

Client Sample ID: Lab Control Sample
Prep Type: TCLP
Prep Batch: 448204

Analyte	Spike Added	LCS	LCS	Unit	D	%Rec	%Rec Limits
		Result	Qualifier				
Arsenic	4.00	3.998		mg/L		100	80 - 120
Barium	2.00	1.854		mg/L		93	80 - 120
Cadmium	2.00	1.857		mg/L		93	80 - 120
Chromium	2.00	1.873		mg/L		94	80 - 120
Lead	4.00	3.666		mg/L		92	80 - 120
Selenium	8.00	7.943		mg/L		99	80 - 120

Eurofins Cedar Falls

QC Sample Results

Client: Atlas Technical Consultants LLC
 Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Method: 6010D - Metals (ICP) (Continued)

Lab Sample ID: LCS 310-448161/2-B
 Matrix: Solid
 Analysis Batch: 448381

Client Sample ID: Lab Control Sample
 Prep Type: TCLP
 Prep Batch: 448204

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Silver	2.00	1.931		mg/L		97	80 - 120

Method: 7470A - Mercury (CVAA)

Lab Sample ID: LB 310-448161/1-C
 Matrix: Solid
 Analysis Batch: 448296

Client Sample ID: Method Blank
 Prep Type: TCLP
 Prep Batch: 448212

Analyte	LB Result	LB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.00200		0.00200		mg/L		03/06/25 11:05	03/06/25 14:20	1

Lab Sample ID: LCS 310-448161/2-C
 Matrix: Solid
 Analysis Batch: 448296

Client Sample ID: Lab Control Sample
 Prep Type: TCLP
 Prep Batch: 448212

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Mercury	0.0167	0.01582		mg/L		95	80 - 120

Method: 9012B - Cyanide, Total and/or Amenable

Lab Sample ID: MB 310-448132/1-A
 Matrix: Solid
 Analysis Batch: 448151

Client Sample ID: Method Blank
 Prep Type: Total/NA
 Prep Batch: 448132

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Cyanide, Total	<0.988		0.988		mg/Kg		03/05/25 12:41	03/05/25 18:05	1

Lab Sample ID: LCS 310-448132/2-A
 Matrix: Solid
 Analysis Batch: 448151

Client Sample ID: Lab Control Sample
 Prep Type: Total/NA
 Prep Batch: 448132

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Cyanide, Total	9.79	10.00		mg/Kg		102	90 - 110

Method: 9034 - Sulfide, Acid soluble and Insoluble (Titrimetric)

Lab Sample ID: MB 240-647078/1-A
 Matrix: Solid
 Analysis Batch: 647121

Client Sample ID: Method Blank
 Prep Type: Total/NA
 Prep Batch: 647078

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Sulfide	<29.7		29.7		mg/Kg		03/06/25 09:16	03/06/25 11:09	1

Lab Sample ID: LCS 240-647078/2-A
 Matrix: Solid
 Analysis Batch: 647121

Client Sample ID: Lab Control Sample
 Prep Type: Total/NA
 Prep Batch: 647078

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Sulfide	77.8	65.73		mg/Kg		84	56 - 120

Eurofins Cedar Falls

QC Sample Results

Client: Atlas Technical Consultants LLC
Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Method: 9045D - pH

Lab Sample ID: LCS 310-448067/1

Matrix: Solid

Analysis Batch: 448067

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
pH	7.00	7.0		SU		100	98 - 102

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QC Association Summary

Client: Atlas Technical Consultants LLC
 Project/Site: Independence, IA Composite

Job ID: 310-301230-1

GC/MS Semi VOA

Leach Batch: 448161

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	TCLP	Solid	1311	
LB 310-448161/1-D	Method Blank	TCLP	Solid	1311	

Prep Batch: 448358

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	TCLP	Solid	3510C	448161
LB 310-448161/1-D	Method Blank	TCLP	Solid	3510C	448161
LCS 310-448358/1-A	Lab Control Sample	Total/NA	Solid	3510C	
LCS 310-448358/2-A	Lab Control Sample Dup	Total/NA	Solid	3510C	

Analysis Batch: 448400

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	TCLP	Solid	8270E	448358
LB 310-448161/1-D	Method Blank	TCLP	Solid	8270E	448358
LCS 310-448358/1-A	Lab Control Sample	Total/NA	Solid	8270E	448358
LCS 310-448358/2-A	Lab Control Sample Dup	Total/NA	Solid	8270E	448358

Metals

Leach Batch: 448161

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	TCLP	Solid	1311	
LB 310-448161/1-B	Method Blank	TCLP	Solid	1311	
LB 310-448161/1-C	Method Blank	TCLP	Solid	1311	
LCS 310-448161/2-B	Lab Control Sample	TCLP	Solid	1311	
LCS 310-448161/2-C	Lab Control Sample	TCLP	Solid	1311	

Prep Batch: 448204

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	TCLP	Solid	3010A	448161
LB 310-448161/1-B	Method Blank	TCLP	Solid	3010A	448161
LCS 310-448161/2-B	Lab Control Sample	TCLP	Solid	3010A	448161

Prep Batch: 448212

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	TCLP	Solid	7470A	448161
LB 310-448161/1-C	Method Blank	TCLP	Solid	7470A	448161
LCS 310-448161/2-C	Lab Control Sample	TCLP	Solid	7470A	448161

Analysis Batch: 448296

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	TCLP	Solid	7470A	448212
LB 310-448161/1-C	Method Blank	TCLP	Solid	7470A	448212
LCS 310-448161/2-C	Lab Control Sample	TCLP	Solid	7470A	448212

Analysis Batch: 448381

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	TCLP	Solid	6010D	448204
LB 310-448161/1-B	Method Blank	TCLP	Solid	6010D	448204
LCS 310-448161/2-B	Lab Control Sample	TCLP	Solid	6010D	448204

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QC Association Summary

Client: Atlas Technical Consultants LLC
 Project/Site: Independence, IA Composite

Job ID: 310-301230-1

General Chemistry

Leach Batch: 448065

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	Soluble	Solid	DI Leach	

Analysis Batch: 448067

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	Soluble	Solid	9045D	448065
LCS 310-448067/1	Lab Control Sample	Total/NA	Solid	9045D	

Analysis Batch: 448094

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	Total/NA	Solid	D92	

Prep Batch: 448132

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	Total/NA	Solid	9012B	
MB 310-448132/1-A	Method Blank	Total/NA	Solid	9012B	
LCS 310-448132/2-A	Lab Control Sample	Total/NA	Solid	9012B	

Analysis Batch: 448151

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	Total/NA	Solid	9012B	448132
MB 310-448132/1-A	Method Blank	Total/NA	Solid	9012B	448132
LCS 310-448132/2-A	Lab Control Sample	Total/NA	Solid	9012B	448132

Prep Batch: 647078

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	Total/NA	Solid	9030B	
MB 240-647078/1-A	Method Blank	Total/NA	Solid	9030B	
LCS 240-647078/2-A	Lab Control Sample	Total/NA	Solid	9030B	

Analysis Batch: 647121

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-301230-1	Composite #1	Total/NA	Solid	9034	647078
MB 240-647078/1-A	Method Blank	Total/NA	Solid	9034	647078
LCS 240-647078/2-A	Lab Control Sample	Total/NA	Solid	9034	647078

Lab Chronicle

Client: Atlas Technical Consultants LLC
 Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Client Sample ID: Composite #1

Lab Sample ID: 310-301230-1

Date Collected: 03/03/25 12:35

Matrix: Solid

Date Received: 03/03/25 13:35

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Batch Analyst	Lab	Prepared or Analyzed
TCLP	Leach	1311			448161	V7YZ	EET CF	03/05/25 15:00 - 03/06/25 07:00 ¹
TCLP	Prep	3510C			448358	AYK7	EET CF	03/07/25 10:19
TCLP	Analysis	8270E		1	448400	V7YZ	EET CF	03/08/25 09:08
TCLP	Leach	1311			448161	V7YZ	EET CF	03/05/25 15:00 - 03/06/25 07:00 ¹
TCLP	Prep	3010A			448204	Y3EC	EET CF	03/06/25 09:30
TCLP	Analysis	6010D		1	448381	ZRI4	EET CF	03/07/25 12:29
TCLP	Leach	1311			448161	V7YZ	EET CF	03/05/25 15:00 - 03/06/25 07:00 ¹
TCLP	Prep	7470A			448212	F5MW	EET CF	03/06/25 11:05
TCLP	Analysis	7470A		1	448296	F5MW	EET CF	03/06/25 15:24
Soluble	Leach	DI Leach			448065	T5AC	EET CF	03/04/25 18:27
Soluble	Analysis	9045D		1	448067	T5AC	EET CF	03/04/25 20:20
Total/NA	Analysis	D92		1	448094	WZC8	EET CF	03/05/25 07:48

Client Sample ID: Composite #1

Lab Sample ID: 310-301230-1

Date Collected: 03/03/25 12:35

Matrix: Solid

Date Received: 03/03/25 13:35

Percent Solids: 84.5

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Batch Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	9012B			448132	WZC8	EET CF	03/05/25 12:41
Total/NA	Analysis	9012B		1	448151	ZJX4	EET CF	03/05/25 18:10
Total/NA	Prep	9030B			647078	PQD2	EET CLE	03/06/25 09:16
Total/NA	Analysis	9034		1	647121	PQD2	EET CLE	03/06/25 11:09

¹ This procedure uses a method stipulated length of time for the process. Both start and end times are displayed.

Laboratory References:

EET CF = Eurofins Cedar Falls, 3019 Venture Way, Cedar Falls, IA 50613, TEL (319)277-2401

EET CLE = Eurofins Cleveland, 180 S. Van Buren Avenue, Barberton, OH 44203, TEL (330)497-9396

Accreditation/Certification Summary

Client: Atlas Technical Consultants LLC
 Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Laboratory: Eurofins Cedar Falls

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Iowa	State	007	12-01-25
<p>The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.</p>			
Analysis Method	Prep Method	Matrix	Analyte
8270E	3510C	Solid	Pyridine
8270E	3510C	Solid	Total Cresols
D92		Solid	Flashpoint

Laboratory: Eurofins Cleveland

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Connecticut	State	PH-0806	12-31-26
Georgia	State	4062	02-27-26
Illinois	NELAP	200004	08-31-25
Iowa	State	421	06-01-25
Kansas	NELAP	E-10336	01-31-26
Kentucky (WW)	State	KY98016	12-31-25
Minnesota	NELAP	039-999-348	12-31-25
New Hampshire	NELAP	225024	09-30-25
New Jersey	NELAP	OH001	07-03-25
New York	NELAP	10975	04-01-25
Ohio	State	8303	11-04-25
Ohio VAP	State	ORELAP 4062	02-28-26
Oregon	NELAP	4062	02-27-26
Pennsylvania	NELAP	68-00340	08-31-25
Texas	NELAP	T104704517-22-19	08-31-25
USDA	US Federal Programs	P330-18-00281	01-05-27
Virginia	NELAP	460175	09-14-25
West Virginia DEP	State	210	12-31-25
Wisconsin	State	399167560	08-31-25

Method Summary

Client: Atlas Technical Consultants LLC
Project/Site: Independence, IA Composite

Job ID: 310-301230-1

Method	Method Description	Protocol	Laboratory
8270E	Semivolatile Organic Compounds (GC/MS)	SW846	EET CF
6010D	Metals (ICP)	SW846	EET CF
7470A	Mercury (CVAA)	SW846	EET CF
9012B	Cyanide, Total and/or Amenable	SW846	EET CF
9034	Sulfide, Acid soluble and Insoluble (Titrimetric)	SW846	EET CLE
9045D	pH	SW846	EET CF
D92	Flashpoint	ASTM	EET CF
1311	TCLP Extraction	SW846	EET CF
3010A	Preparation, Total Metals	SW846	EET CF
3510C	Liquid-Liquid Extraction (Separatory Funnel)	SW846	EET CF
7470A	Preparation, Mercury	SW846	EET CF
9012B	Cyanide, Total and/or Amenable, Distillation	SW846	EET CF
9030B	Sulfide, Distillation (Acid Soluble and Insoluble)	SW846	EET CLE
DI Leach	Deionized Water Leaching Procedure	ASTM	EET CF

Protocol References:

ASTM = ASTM International

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

EET CF = Eurofins Cedar Falls, 3019 Venture Way, Cedar Falls, IA 50613, TEL (319)277-2401

EET CLE = Eurofins Cleveland, 180 S. Van Buren Avenue, Barberton, OH 44203, TEL (330)497-9396



Environment Testing
America



310-301230 Chain of Custody

Cooler/Sample Receipt and Temperature Log Form

Client Information		
Client: <u>Atlas</u>		
City/State: <u>Des Moines</u> <small>CITY</small>	<u>IA</u> <small>STATE</small>	Project: <u>109360</u>
Receipt Information		
Date/Time Received: <u>3/25</u> <small>DATE</small>	<u>1335</u> <small>TIME</small>	Received By: <u>TO</u>
Delivery Type: <input type="checkbox"/> UPS <input type="checkbox"/> FedEx <input type="checkbox"/> FedEx Ground <input type="checkbox"/> US Mail <input type="checkbox"/> Spee-Dee <input type="checkbox"/> Lab Courier <input type="checkbox"/> Lab Field Services <input checked="" type="checkbox"/> Client Drop-off <input type="checkbox"/> Other: _____		
Condition of Cooler/Containers		
Sample(s) received in Cooler?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes: Cooler ID: _____
Multiple Coolers?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes: Cooler # _____ of _____
Cooler Custody Seals Present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes: Cooler custody seals intact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sample Custody Seals Present?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes: Sample custody seals intact? <input type="checkbox"/> Yes <input type="checkbox"/> No
Trip Blank Present?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes: Which VOA samples are in cooler? ↓
Temperature Record		
Coolant: <input checked="" type="checkbox"/> Wet ice <input type="checkbox"/> Blue ice <input type="checkbox"/> Dry ice <input type="checkbox"/> Other: _____ <input type="checkbox"/> NONE		
Thermometer ID: <u>U</u>	Correction Factor (°C): <u>0.0</u>	
• Temp Blank Temperature – If no temp blank, or temp blank temperature above criteria, proceed to Sample Container Temperature		
Uncorrected Temp (°C): <u>2.9</u>	Corrected Temp (°C): <u>2.9</u>	
• Sample Container Temperature		
Container(s) used:	<u>CONTAINER 1</u>	<u>CONTAINER 2</u>
Uncorrected Temp (°C):		
Corrected Temp (°C):		
Exceptions Noted		
1) If temperature exceeds criteria, was sample(s) received same day of sampling? <input type="checkbox"/> Yes <input type="checkbox"/> No		
a) If yes: Is there evidence that the chilling process began? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2) If temperature is <0°C, are there obvious signs that the integrity of sample containers is compromised? (e.g , bulging septa, broken/cracked bottles, frozen solid?) <input type="checkbox"/> Yes <input type="checkbox"/> No		
NOTE If yes, contact PM before proceeding If no, proceed with login		
Additional Comments		

Eurofins - Cleveland Sample Receipt Form/Narrative
 Barberton Facility
 Login # _____

Client Eurofins Cedar Falls Site Name _____ Cooler unpacked by JE
 Cooler Received on 2.5.25 Opened on 3.5.25

FedEx: 1st Grd Exp UPS FAS Waypoint Client Drop Off Eurofins Courier Other _____
 Receipt After-hours Drop-off Date/Time _____ Storage Location _____

Eurofins Cooler # 0000 Foam Box Client Cooler _____ Box _____ Other _____
 Packing material used: Bubble Wrap Foam Plastic Bag None Other _____
 COOLANT: Wet Ice Blue Ice Dry Ice Water None _____
 1 Cooler temperature upon receipt See Multiple Cooler Form
 IR GUN # 18 (CF 0.1 °C) Observed Cooler Temp 2.8 °C Corrected Cooler Temp 2.7 °C

2 Were tamper/custody seals on the outside of the cooler(s)? If Yes Quantity _____ Yes No
 -Were the seals on the outside of the cooler(s) signed & dated? Yes No NA
 -Were tamper/custody seals on the bottle(s) or bottle kits (LLHg/MeHg)? Yes No
 -Were tamper/custody seals intact and uncompromised? Yes No NA
 3 Shippers' packing slip attached to the cooler(s)? Yes No
 4 Did custody papers accompany the sample(s)? Yes No
 5 Were the custody papers relinquished & signed in the appropriate place? Yes No
 6 Was/were the person(s) who collected the samples clearly identified on the COC? Yes No
 7 Did all bottles arrive in good condition (Unbroken)? Yes No
 8 Could all bottle labels (ID/Date/Time) be reconciled with the COC? Yes No
 9 For each sample, does the COC specify preservatives (Y/N), # of containers (N), and sample type of grab/comp (N)? Yes No
 10 Were correct bottle(s) used for the test(s) indicated? Yes No
 11 Sufficient quantity received to perform indicated analyses? Yes No
 12 Are these work share samples and all listed on the COC? Yes No

Tests that are not checked for pH by Receiving: VOA's Oil and Grease TOC

If yes, Questions 13-17 have been checked at the originating laboratory
 13 Were all preserved sample(s) at the correct pH upon receipt? Yes No NA pH Smp Lot# HC448976
 14 Were VOAs on the COC? Yes No
 15 Were air bubbles >6 mm in any VOA vials? Larger than this. Yes No NA
 16 Was a VOA trip blank present in the cooler(s)? Trip Blank Lot # _____ Yes No
 17 Was a LL Hg or Me Hg trip blank present? Yes No
 Contacted PM _____ Date _____ by _____ via Verbal Voice Mail Other _____
 Concerning _____

18. CHAIN OF CUSTODY & SAMPLE DISCREPANCIES additional next page Samples processed by _____

19. SAMPLE CONDITION
 Sample(s) _____ were received after the recommended holding time had expired.
 Sample(s) _____ were received in a broken container
 Sample(s) _____ were received with bubble >6 mm in diameter (Notify PM)

20. SAMPLE PRESERVATION
 Sample(s) _____ were further preserved in the laboratory
 Time preserved _____ Preservative(s) added/Lot number(s) _____
 VOA Sample Preservation - Date/Time VOAs Frozen _____

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

eurofins

Equipment Testing

Temperature Controlled

104-1030E

ORIGINAL OVERNIGHT
 RECEIVED BY: JAMES W. GIBSON
 03/05/2014 12:20 PM
 104-1030E

D IN TRANSIT,
8° C / 36° TO 47° F

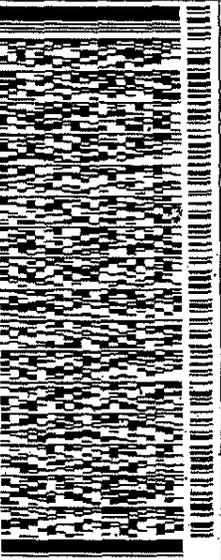
TAL-0050(1016)

ORIGIN ID ALOR (319) 277-2401 SAMPLE RECEIVING EUROFINS TESTAMERICA 3019 VENTURE WAY CEDAR FALLS, IA 50613 UNITED STATES US	SHIP DATE 04MAR25 ACTWGT 26.89 LB CRD 08709707CARF3895 BILL SENDER
--	---

NO SHIPPING/RECEIVING
EUROFINS ENVIRONMENT TESTING NORTH
180 S. VAN BUREN AVENUE
BARBERTON OH 44203

(330) 487-9396
 REF. S310-104421

589C2/8789/FE2D



TRK# 4085 8616 6821
 0207

WED - 05 MAR 10:30A
PRIORITY OVERNIGHT

XS CAKA

44203

OH-US CLE



Login Sample Receipt Checklist

Client: Atlas Technical Consultants LLC

Job Number: 310-301230-1

Login Number: 301230

List Source: Eurofins Cedar Falls

List Number: 1

Creator: Lienemann, Kendall

Question	Answer	Comment
Radioactivity wasn't checked or is <=/ background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	





APPENDIX IV

IOWA DOT SECTION 2315 DRIVEWAY SURFACING SPECIFICATIONS

B. Water for Surface Application of Calcium Chloride.

Per 1000 gallons of water applied to the road with surface application of calcium chloride.

Section 2315. Driveway Surfacing**2315.01 DESCRIPTION.**

Furnish and place gravel or crushed stone on earth or gravel surfaced intersecting roads, driveways, and turnouts, as directed by the Engineer and according to the following provisions.

2315.02 MATERIALS.

When there is a contract item for granular surfacing of shoulders, use aggregate for driveway surfacing. When there is no contract item for that work, use one of the following materials:

A. Class C Gravel.

Class C gravel meeting requirements of Article 4120.03, except no less than 5% or more than 12% passing the No. 200 sieve.

B. Class A Crushed Stone.

Class A crushed stone meeting requirements of Article 4120.04 and if specifically designated, Class B crushed stone meeting requirements of Article 4120.05.

C. Other Aggregate.

Other aggregate meeting requirements of Section 4127, with 100% passing the 1 inch sieve.

2315.03 CONSTRUCTION.

A. Before surfacing material is placed, excavate to prepare a uniform subgrade, to provide for a finished surface at the general elevation of the shoulder, and to ensure drainage away from the roadbed. Spread the surfacing material to a uniform thickness.

B. The areas to be surfaced for various types of surfacing under contract are described as follows:

1. For Flexible Base and Bituminous Surface Construction.

- a.** The contract documents may require the construction for flexible base of wedge shaped fillets at intersecting earth or granular surfaced roads and at driveways to homesteads and commercial establishments. The contract documents may require bituminous surface construction for the surfacing of these fillets with the corresponding type of surfacing.
- b.** Surface the remaining areas of earth or granular surfaced intersecting roads and driveways within the right-of-way and all turnouts for mail boxes with materials specified.

2. For Portland Cement Concrete Pavement.

Use one of the materials specified in Article 2315.02 to surface turnouts for mail boxes, entrances, and the unpaved areas of intersections along roads surfaced with PCC.

2315.04 METHOD OF MEASUREMENT.

Measurement of Driveway Surfacing placed as directed by the Engineer will be as indicated in the contract documents and according to Article 2312.04, A.

2315.05 BASIS OF PAYMENT.

Payment for Driveway Surfacing material placed will be the contract unit price per ton.

Section 2316. Pavement Smoothness**2316.01 DESCRIPTION.**

- A. Apply this specification when Section 2317 does not apply.
- B. Test and evaluate pavement smoothness. Perform surface correction if required.

2316.02 TESTING AND EVALUATION.**A. General.**

1. Evaluate pavement smoothness for all main line pavement surfaces, except when specifically excluded or modified by the contract documents. Main line pavement is defined as all permanent pavement for traffic lanes, including:
 - Tapers to parallel lanes or through lanes at intersections,
 - Tapers to climbing lanes, and
 - Tapers to ramps and loops.
2. Evaluate pavement smoothness for all interchange ramps and loops.
3. For non-Primary projects, do not evaluate pavement smoothness unless specified in the contract documents.
4. If this specification is required by contract documents on non-Primary projects let by the Department, it will be added in its entirety. Selected portions of the specification will not be deleted.
5. Bridge approach sections which are a part of the paving contract will be tested according to Section 2428.
6. Smoothness Requirements:
 - a. Apply Table 2316.02-1 to all projects when specified. Smoothness requirements in inches per mile are listed in Schedules A and B.
 - b. For through traffic lanes wider than 8.5 feet which require matching the surface of the new pavement to the surface of an existing old pavement, the price reduction tables for Schedule A and B will be



APPENDIX V
IOWA DOT SPECIAL PROVISIONS FOR SOIL QUALITY
RESTORATION SP-151099



**SPECIAL PROVISIONS
FOR
SOIL QUALITY RESTORATION**

**Polk County
EDP-PA26(001)--7Y-77**

**Effective Date
December 21, 2021**

THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

151099.01 DESCRIPTION.

A. General

1. Strip and export topsoil material.
2. Import of topsoil and other related materials.
3. Prepare amended topsoil material as needed for soil quality restoration.
4. Deposit and spread prepared topsoil materials.
5. Testing of related materials.

B. Soil Management Plan

1. This soil management plan (SMP) has been prepared to guide the removal and restoration of topsoil materials across the disturbed area of the site. This SMP has been prepared following guidance in the Iowa Stormwater Management Manual's section on Soil Quality Management and Restoration.
2. Land disturbing activities and topsoil stripping should be limited to the work construction limits as noted on site drawings. Outside of those limits, or where grading is not shown on plans, existing vegetation and surface soils shall be protected.
3. Due to limited site work area and the inability to stockpile soil materials within the floodplain on the river side of the levee near this site, it is anticipated that all topsoil materials will need to be removed from areas disturbed by construction and removed from the site work area. Topsoil should be stripped to a depth of 12 inches, unless noted otherwise on the site geotechnical report.

4. Prior to respread of topsoil materials, the surface shall be prepared as noted Article SP-151099.03, B.
5. After placement of topsoil materials, the surface shall be stabilized with temporary and permanent stabilization as noted in the project Stormwater Pollution Prevention Plan (SWPPP) and on the site planting plan.
6. Soil Quality Restoration and Management is being used at this site as a Stormwater Quality Best Management Practice (BMP), in order to meet local stormwater management requirements. As such, the requirements of this section need to be executed to meet these local requirements.

151099.02 MATERIALS.

A. Topsoil

1. Source Material: Topsoil used as source material from off-site locations shall meet the following requirements:
 - a. High quality soil consisting of the top 6 inches of field or pasture loam containing a good supply of humus and a high degree of fertility. Do not use surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of noxious weeds or other undesirable vegetation.
 - b. A pH value from 6.0 to 7.5.
 - c. A clay content of less than 25% and a minimum of 2% organic matter content. Free from hard clods, rocks, and other debris larger than 2 inches in diameter.
 - d. Source material shall be tested by a geotechnical engineer to verify the properties of the source material meet the requirements noted above.
2. Prepared Material for Respread
 - a. When source material has an organic matter (OM) content less than 5%, it shall be amended as noted in Article SP-151099.02, B and Article SP-151099.03, B to achieve at least the target value prior to placement.
 - b. Prepared material shall be tested by a geotechnical engineer to verify the properties of the material meet the requirements noted above before material is imported to the site and after placement, as noted in Article SP-151099.03, C.

B. Compost

Use compost meeting the following requirements:

1. Derived from a well-decomposed source of organic matter.
2. Produced using an aerobic composting process, meeting CFR 503 for time, temperature, and heavy metal concentrations.
3. No visible admixture of refuse or other physical contaminants, nor any material toxic to plant growth.
4. Certified by the U.S. Composting Council's Seal of Testing Assurance program.
5. Conforms to chemical, physical, and biological parameters of AASHTO R 52, with the following additional requirements:
 - a. Follow U.S. Composting Council's TMECC guidelines for all testing.
 - b. Organic Matter Content: 30% minimum.
 - c. pH: between 6.0 and 8.0.
 - d. Maturity (growth screening): Minimum 90% emergence for all compost to be vegetated.
 - e. Particle Size:

Sieve Size	Percent Passing*
2"	100
1"	90-100
3/4"	65-100
3/8"	0-75
* 6 inch maximum particle length	

151099.03 CONSTRUCTION.

A. Stripping Topsoil

1. Remove topsoil from borrows, cuts, or areas to be covered by embankments.
2. Topsoil Excavation: Remove the topsoil to the depth specified. If not otherwise specified (or noted in the site geotechnical report), the depth shall be 12 inches. The topsoil material shall become property of the contractor and shall be removed from the site work area.
 - a. The material shall be placed at another site location with permit coverage under the State of Iowa's NPDES General Permit No. 2.
 - b. Otherwise, the contractor shall be responsible for amendments and updates to the project SWPPP and proper notification of the Iowa DNR of expansion of the permit coverage area for this project.

B. Soil Quality Restoration

1. Preparation

- a. Till or scarify the upper surface of the existing soil to a depth of 6 inches prior to placement of prepared topsoil material. Do not till wet soils.
- b. Prepared topsoil material shall meet the definitions noted Article SP-151099.02.

2. Placement

- a. Spread a maximum 4 inch lift of topsoil material over the tilled subsoil after all grading and trenching activities in the area have been completed.
 - b. Remove large clods, roots, litter, stones larger than 1/2 inch and other undesirable material.
 - c. If compost amendments are needed to achieve the target OM content, apply the required depth of compost as needed to meet or exceed the OM target value.
 - d. Perform tillage to the depth of the topsoil lift and compost layer to incorporate topsoil and compost into the prepared topsoil layer. Do not till wet soils.
 - e. Repeat steps above until the prepared topsoil depth reaches a minimum depth of 12 inches.
 - f. Perform testing as described in Article SP-151099.03, C to verify that target OM has been achieved after placement.
 - g. Fine grade the surface of the restored area to match adjacent hardscapes or existing grades. Shape the surface to minimize locations where surface runoff will funnel or concentrate as it enters the restored area. The surface should be shaped so that runoff spreads across the restored area to the greatest extent possible.
3. Protection: After placement of prepared topsoil, avoid placement of spoils, fill, other materials or heavy equipment on the restored area.

C. Testing

1. Testing of materials shall be completed by a geotechnical engineer as noted in this section. Tests results shall be provided to the Engineer for review and approval prior to import of any materials to the site work area, or prior to fine grading (as applicable).

2. The quantity of test samples to be collected shall equal or exceed the restored topsoil area in square feet divided by 10,000. (One test for every 10,000 square feet of restored surface area.)
3. Required tests:
 - a. Source and placed topsoil materials: Perform tests to verify the following soil properties:
 - 1) Bulk density: For placed materials, bulk density after placement shall not exceed 80 pounds per cubic foot.
 - 2) Organic matter
 - a) Source materials shall exceed 2% minimum value. Test report shall determine the appropriate ratio of compost materials to be used to meet project OM requirements for prepared and placed soil materials.
 - b) Prepared material (after compost amendments, if required) shall exceed 5% minimum value after placement.
 - 3) pH: Meet values as noted in Article SP-151099.02, A.
 - 4) Silt-Sand-Clay content (%): Values for clay content shall meet requirements listed in Article SP-151099.02, A.
 - 5) Soil texture classification : For placed materials: A soil penetrometer reading shall be taken, with a maximum allowable value of 200 pounds per square inch.
 - b. Compost materials
 - 1) Testing as required to verify properties listed in Article SP-151099.02, B.
 - 2) Certified supplier submittal may be provided for review and approval by the Engineer in lieu of testing by geotechnical engineer for compost materials.
 - 3) Refer also to test requirements and schedule as described within Article SP-151099.03, D.

D. Construction Verification

1. Complete SWPPP management and inspections and install pollution prevention measures throughout construction.
2. Compare site conditions with contract documents and descriptions listed within Article SP-151099.01, B.
3. When on-site topsoil is used, verify that the topsoil stockpile has been properly located and other site soils, debris, revetment stone or other materials are not being mixed with topsoil stockpile.
4. Verify surface, where soil quality restoration is to be completed, has been prepared and is free of debris, rocks larger than 1/2 inch in diameter or other areas densely covered with smaller rocks and/or gravel.
5. Where topsoil is to be placed, observe site conditions, that the prepared surface is tilled to the required depth prior to topsoil placement and that it is not wet.
6. Refer also to other requirements of this section related to the stripping, stockpiling and placement of topsoil. Verify that clods, lumps, roots, litter, other undesirable material, or stones larger than 1/2 inch have been removed prior to placement of any compost or topsoil.
7. Observe that tillage is performed to the depth required. Do not allow wet soils to be tilled.
8. Use visual observation to determine topsoil is placed to the depth specified within this section.
9. Use visual observation and collect delivery tickets or tags to determine specified volume of compost is applied to the soil quality restoration area. Compare delivery tickets with the SMP to match delivery location, total quantity of material, product description and source of material.

Any deviation from specified materials will require laboratory test results to verify that the delivered materials are equivalent to those specified.

10. Verify depth of amended soil and scarification by using a shovel to dig at least one test hole per 10,000 square feet of soil quality restoration area. The test location should be randomly selected by the site observer. Test holes should extend at least 4 inches below the expected tillage depth and/or topsoil layer and be at least 1 square foot in area. The amended soils and/or topsoil layers should be easy to dig, driven solely by the weight of the observer.
11. The soil should be darker than existing soil below. Particles of organic matter are likely to be visible. Soil that requires vigorous chipping with the shovel to penetrate properly does not meet the specification. Where topsoil has been placed, the next 2 inch depth of soil should be loose enough to penetrate with the shovel. The loosened depth may vary based on pattern of scarification; some sections of the 1 square foot hole should be loosened 2 inches below the topsoil layer. Collect samples from the test hole locations and have tests completed to determine that the organic material content assumed in design has been met or exceeded.
12. Use a rod penetrometer to confirm the soil is uncompacted to the desired tillage depth at a minimum of one location for every 10,000 square feet of soil quality restoration area. Locate test spots by dividing the site in half lengthwise, then spacing test locations generally equally on each side of the soil quality restoration area. The rod penetrometer should enter the soil through 2 inches below the amended soil depth and/or topsoil layer, driven solely by the weight of the observer. Irregular scarification or rocks in subsoils may require probing a few spots at each location.
13. Record the results of the shovel and penetrometer tests on a Field Verification Form.
14. If a given site does not fulfill the intent of the SMP, corrective action will need to be taken prior to site stabilization.
15. Perform seeding, sodding or other stabilization techniques as specified.
16. Do not allow vehicular traffic, storage of materials or other disturbance within the soil quality restoration area during or after application of stabilization measures.
17. Continue SWPPP management and inspections and install pollution prevention measures until final stabilization. Should surface erosion occur, repair such areas with compost or appropriate topsoil-compost blends. Hand rake and reseed as necessary. Such corrective actions shall be considered incidental to items described within this special provision.

151099.04 METHOD OF MEASUREMENT.

Article 2105.04 of the Standard Specifications shall apply to this section, except that placement volume shall be computed based on a 12 inch depth of prepared topsoil materials. All activities and materials described within this section shall be considered as incidental to this bid item.

151099.05 BASIS OF PAYMENT.

Article 2105.05 of the Standard Specifications shall apply, except as amended based on Article SP-151099.04.



APPENDIX VI

NPDES STORM WATER GENERAL PERMIT NO. 2 GUIDANCE

STORM WATER MANAGEMENT
NPDES STORM WATER GENERAL PERMIT NO. 2
Storm Water Discharge Associated with Construction Activities

A BRIEF GUIDE TO

**DEVELOPING STORM WATER POLLUTION PREVENTION PLANS
AND BEST MANAGEMENT PRACTICES**

SUMMARY GUIDANCE

DECEMBER 2022



IOWA DEPARTMENT OF NATURAL RESOURCES
NPDES Section
502 E. 9th Street
Des Moines, Iowa 50319-0034

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GLOSSARY

“Best Management Practices” or “BMPs” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

“Controls” means methods, practices or measures to minimize or prevent erosion; methods, practices or measures, either structural or non-structural, to control sedimentation; methods, practices or measures for storm water control; or, methods, practices or measures to minimize contaminants from other types of waste or materials at construction sites

“Final Stabilization” means that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70%, sufficient to preclude erosion, for the entire disturbed area of the permitted project has been established or equivalent stabilization measures have been employed, or which is covered by a permanent structure that ensures the ground surface will not be eroded or otherwise impacted by precipitation or runoff, or which has been returned to agricultural production.

“Hazardous condition” means any situation involving the actual, imminent, or probable spillage, leakage, or release of a hazardous substance onto the land, into a water of the state, or into the atmosphere, which creates an immediate or potential danger to the public health or safety or to the environment. See Iowa Code § 455B.381(4)

“Hazardous substance” means any substance or mixture of substances that presents a danger to the public health or safety and includes but is not limited to a substance that is toxic, corrosive, or flammable, or that is an irritant or that generates pressure through decomposition, heat, or other means. “Hazardous substance” may include any hazardous waste identified or listed by the administrator of the United State Environmental Protection Agency under the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, or any toxic pollutant listed under section 307 of the federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous substance designated under section 311 of the federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous material designated by the secretary of transportation under the Hazardous Materials Transportation Act. See Iowa Code § 455B.381(5)

“Municipality” means a city, town, borough, county, parish, district, association, or other public body created by or under State law.

“SWPPP” means storm water pollution prevention plan.

INTRODUCTION

A. ABOUT THIS DOCUMENT

This document contains a step-by-step explanation of the development of an effective storm water pollution prevention plan (SWPPP) for construction activities in the State of Iowa. This document is referred to as the Summary Guidance because its primary focus is on the development of the SWPPP. This guidance is consistent with the requirements in Iowa's NPDES General Permit No. 2 for *Storm Water Discharge Associated with Industrial Activity for Construction Activities*. The general permit contains the legal requirements for permitted construction sites.

Any suggestions or comments on improvements to this document should be forwarded to the Storm Water Coordinator at the address on the cover of this document. Questions relating to Iowa's storm water program should also be directed to the Storm Water Coordinator.

B. WHAT TYPE OF CONSTRUCTION ACTIVITY REQUIRES A STORM WATER DISCHARGE PERMIT?

Federal regulations require that storm water discharges from certain construction activities be covered under an NPDES permit. Construction activities which disturb the land, such as clearing, grading or excavation, except for disturbances of less than one acre of total land area which are not part of a larger common plan of development or sale, are required to be covered by an NPDES permit. **In other words, if the overall project will cause a land disturbance of one or more acres, any storm water runoff from any portion of the project requires NPDES permit coverage.** The NPDES permit, a federal waste water discharge permit, is required for storm water or snow melt runoff that drains from areas where construction activities occur. These requirements became effective on March 10, 2003.

C. HOW DOES ONE OBTAIN A NPDES PERMIT FOR A CONSTRUCTION PROJECT?

Iowa's General Permit No. 2 covers storm water discharges from construction activities (land disturbances). The general permit is a generic NPDES permit that can cover most construction (land disturbing) activities. The general permit contains the terms and conditions for covered discharges, but the permit is not applicable to any storm water discharge until a completed Notice of Intent (NOI) is submitted to the Iowa Department of Natural Resources (Department) and an authorization has been issued. The issued authorization ties a construction activity to the general permit.

D. WHAT IS A STORM WATER POLLUTION PREVENTION PLAN (SWPPP)?

Iowa's NPDES General Permit No. 2 requires that a storm water pollution prevention plan (SWPPP) for the construction activity be developed before a Notice of Intent (NOI) is submitted to the Department. The SWPPP is to be implemented with the start of construction. A SWPPP for construction is designed to reduce pollution at the construction site, before it causes environmental problems. Construction activities produce many different kinds of pollutants which may cause storm water contamination problems. Storm water runoff becomes polluted by picking up soil particles and other pollutants from construction materials as it flows over surfaces where construction activities are occurring. Grading activities remove grass, rocks, pavement and other protective ground covers, resulting in the exposure of underlying soil to the elements. Because the soil surface is unprotected, erosion can occur. The water carrying these particles eventually reaches a stream, river or a lake where it slows down, allowing the particles to settle out, which results in sedimentation. In addition, the construction of buildings and roads may require the use of toxic or hazardous materials such as petroleum products, pesticides and herbicides, and building materials such as asphalt, sealants, and concrete which may pollute storm water running off of the construction site.

A SWPPP must be developed for each construction site covered under General Permit No. 2. The SWPPP shall identify potential sources of pollution which may reasonably be expected to affect the quality of the storm water discharge for the construction activities, and it shall describe and ensure the implementation of practices which will be used to reduce the pollutants in storm water discharge from the construction site to assure compliance with the

terms and conditions of the general permit. Facilities must implement the provisions of the SWPPP as a condition of General Permit No. 2.

E. WHAT DOES THIS DOCUMENT CONTAIN?

This document is organized as a step-by-step guide for developing a SWPPP for a storm water discharge covered under General Permit No. 2. A number of steps are identified under different phases in the preparation of the SWPPP. Each phase in this document focuses on a particular type of information relating to the construction activity. The pollution prevention planning process is organized as shown on the chart on the next page.

The six major phases in developing a SWPPP are:

- (1) Site evaluation and design development;
- (2) Project Assessment;
- (3) Control selection and plan design;
- (4) Certification and notification;
- (5) Construction/implementation; and
- (6) Final stabilization and discontinuation.

SIX PHASES FOR DEVELOPING AND IMPLEMENTING A SWPPP

PHASE 1

SITE EVALUATION AND DESIGN DEVELOPMENT

- Collect Site Information
- Describe Construction Activity
- Develop Site Plan Design
- Prepare SWPPP Site Map



PHASE 2

PROJECT ASSESSMENT

- Measure Site Area
- Determine Drainage Areas
- Calculate Runoff Coefficient



PHASE 3

CONTROL SELECTION/PLAN DESIGN

- Review and Incorporate State and Local Requirements
- Select Erosion and Sediment Controls
- Select Other Controls
- Select Storm Water Management Controls
- Indicate Location of Controls on Site Map
- Prepare Inspection and Maintenance Plan
- Prepare Description of Controls
- Prepare Sequence of Major Activities



PHASE 4

SWPPP CERTIFICATION AND NOI SUBMITTAL

- SWPPP Certification
- Submit a Notice of Intent (NOI)
- Deadline for SWPPP Preparation



PHASE 5

CONSTRUCTION/ IMPLEMENTATION

- Implement Controls
- Inspect and Maintain Controls
- Maintain Records of Construction Activities
- Update/Change SWPPP to Keep it Current
- Report Hazardous Conditions and Update SWPPP
- Provide for SWPPP Location and Access



PHASE 6

COVERAGE TRANSFER, FINAL STABILIZATION, AND DISCONTINUATION

- Transferring Coverage Under the Permit
- Final Stabilization
- Notice of Discontinuation (NOD)

PHASE 1 SITE EVALUATION AND DESIGN DEVELOPMENT

The first phase in preparing a Storm Water Pollution Prevention Plan (SWPPP) for a construction project is to define the characteristics of the site and the type of construction that will be occurring. This phase consists of four steps: (A) collect site information, (B) develop the site plan design, (C) describe the construction activity, and (D) prepare the site map.

A. COLLECT SITE INFORMATION

Prior to design, it is necessary to collect information about the existing conditions at the construction site. General Permit No. 2 requires that the SWPPP include the following information:

- **Existing soils information** – Where information or data exists which describes the soils at the construction site, it must be included in the SWPPP. Soils data may include soil type, depth of the soil layer, soil texture, infiltration (percolation rate), or whether the soils are susceptible to erosion. Soil information can be obtained from county Soil Survey Reports, which may be obtained from the local county Soil Conservation Service and Cooperative Extension Office. General Permit No. 2 requires that topsoil be preserved on construction sites.
- **Existing runoff water quality** – If storm water runoff from the proposed construction site has been sampled and analyzed for the presence of any pollutant (e.g., total suspended solids), then the results of the analyses must be included in the SWPPP. It is not necessary to collect or analyze storm water samples if no data is available.
- **Location of surface waters on the construction site** – If the construction site includes or is adjacent to surface waters, the location and extent of the surface waters must be determined so that they may be indicated on the site map. Surface waters include lakes, ponds, rivers, streams (both perennial and intermittent), and wetlands.
- **Name of receiving water** – Identify the name and location of the body of water, e.g., stream, creek, run, wetland, river, lake, that will receive the runoff from the construction site. If the storm water discharges into an unnamed tributary, identify the first named body of surface water to which the storm water will flow. This information is usually available on county, State, and/or USGS maps.

If the site drains into a municipal separate storm sewer system, identify the system and indicate the receiving water to which the system discharges.

B. DEVELOP SITE PLAN DESIGN

Once the information on the existing site conditions is collected, develop a site plan design. In addition to the goals and objectives for the facilities being constructed, consider objectives which will limit the amount of pollution in storm water runoff from the construction site, such as:

- **Disturb** the smallest area possible.
- **Avoid** disturbance of sensitive areas such as:
 - Steep and/or unstable slopes
 - Areas with soils susceptible to erosion
 - Existing drainage channels
- **Identify** areas to be preserved or left as open space.

C. DESCRIBE THE CONSTRUCTION ACTIVITY

When preparing the SWPPP, describe the purpose or goal of the construction project (e.g., a single family residential development, a multistory office building, a highway interchange) and list the major soil disturbing activities necessary to complete the project. Soil disturbing activities might include clearing, excavation and stockpiling, rough grading, final or finish grading, preparation for seeding or planting, excavation of trenches, demolition, etc.

D. PREPARE A SITE MAP

The final step of the site evaluation and design development phase is to combine the information collected into a comprehensive SWPPP site map. The starting point for the map should be the site plan prepared for the construction design. The map for the construction site should be drawn to scale with topography. The scale of the map should be small enough to easily distinguish important features such as drainage swales and control measures.

In addition to the location of surface waters, the following information must be included on the site map:

- **Slopes after grading** – Indicate the approximate steepness of slopes anticipated after major grading activities.
- **Disturbed areas and limit of disturbance** – Indicate the areas of soil disturbing activities or the total area of the site where soil will be disturbed.
 - Draw the limit of disturbance so that any soil disturbing activity, such as clearing, stripping, excavation, backfill, stock piling (topsoil or other fill material), and paving, will be inside of the limit.
 - The limit of disturbance should include roads for construction vehicles, unless those roads are paved or stabilized and have measures to reduce tracking of sediments.
 - Draw an outline of the areas that will not be disturbed.
- **Drainage patterns/discharge points** – Indicate the drainage patterns of the site after the major grading activities and the location of the points where storm water will discharge from the site.
 - To illustrate the drainage pattern of the site, use topographic contour lines or arrows to indicate the direction runoff will flow.
 - Show the location of swales or channels. If there is a new or proposed underground storm drain system on the site, indicate it on the SWPPP site map.

PHASE 2 PROJECT ASSESSMENT

Once the characteristics of the site and the construction have been defined, the next phase in developing a Storm Water Pollution Prevention Plan (SWPPP) is to measure the size of the land disturbance and estimate the impact the project will have on storm water runoff from the site based on information collected in Phase 1. Three things should be done to assess the project: (A) measure the site area, (B) determine the drainage areas, and (C) calculate the runoff coefficient.

A. MEASURE THE SITE AREA

Estimates of the total site area and the area that will be disturbed by excavating, grading or other activities must be included in the SWPPP. The total site area estimate must represent the size of the parcel of property or right of way on which the construction is occurring. The disturbed area estimate must represent the portion of the total site area which will be disturbed over the course of the construction project. These values can be measured from the site map.

B. DETERMINE THE DRAINAGE AREAS

Although the size of each drainage area for each point where concentrated flow will leave the site does not need to be included in the SWPPP, this information will help you select and design the sediment control and storm water management measures for your project in the next phase of the plan. Drainage areas are portions of the site where runoff will flow in one particular direction or to a particular discharge point. Be sure to include off-site water draining onto your site when determining the total size of the drainage basin. Use the drainage patterns indicated on the site map to determine the drainage areas.

C. CALCULATE THE RUNOFF COEFFICIENT

General Permit No. 2 requires an estimate of the runoff coefficient of the site after construction is complete. The runoff coefficient, “*c*”, is an estimate of the fraction of total rainfall that will appear as runoff.

For example, the “*c*” value of a lawn area is 0.2, which indicates that only 20 percent of the water that falls on grassed areas will end up as surface runoff. In contrast, the “*c*” value of a paved area can be 0.9 or higher, indicating that 90 percent or more of the rain falling on this type of surface will run off.

Runoff coefficients for sites with more than one land use are estimated by calculating a weighted average (based upon area) of the runoff coefficients for each land use. Table 1 (next page) lists runoff coefficients for various land uses.

Other recognized and technically accepted runoff determination methods may also be used.

TABLE 1 – TYPICAL “C” VALUES (ASCE 1960)

Description of area		Runoff coefficient
Business	Downtown Area	0.70 – 0.95
	Neighborhood Area	0.50 – 0.70
Residential	Single-Family Areas	0.30 – 0.50
	Multi-Units, Detached	0.40 – 0.60
	Multi-Units, Attached	0.60 – 0.75
	Residential (Suburban)	0.25 – 0.40
	Apartment Dwelling Areas	0.50 – 0.70
Industrial	Light Areas	0.50 – 0.80
	Heavy Areas	0.60 – 0.90
Other	Parks, Cemeteries	0.10 – 0.25
	Playgrounds	0.20 – 0.35
	Railroad Yard Areas	0.20 – 0.40
	Unimproved Areas	0.10 – 0.30
	Drives and Walks	0.75 – 0.85
	Roofs	0.75 – 0.95
Streets	Asphalt	0.70 – 0.95
	Concrete	0.80 – 0.95
	Brick	0.70 – 0.95
Lawns – Coarse Textured Soil (Greater than 85 % Sand)	Slope: Flat, 2 %	0.05 – 0.10
	Average, 2 – 7 %	0.10 – 0.15
	Steep, 7 %	0.15 – 0.20
Lawns – Fine Textured Soil (Greater than 40 % Clay)	Slope: Flat, 2 %	0.13 – 0.17
	Average, 2 – 7 %	0.18 – 0.22
	Steep, 7%	0.25 – 0.35

PHASE 3 CONTROL SELECTION/PLAN DESIGN

After you have collected information and made measurements, the next phase is to design a plan to prevent and control the pollution of storm water runoff from the construction site. The following subsections explain how the controls you select should be described in your SWPPP. To prepare a SWPPP, the steps in this Phase will need to be completed.

A. REVIEW AND INCORPORATE STATE AND LOCAL REQUIREMENTS

A SWPPP prepared for compliance with General Permit No. 2 must also comply with other state and local requirements. Therefore, prior to designing the SWPPP, you must first determine what state and local requirements, if any, exist for sediment and erosion site plans, site permits, or storm water management site plans. Where other state and local requirements exist, they then must be carefully reviewed and incorporated into the SWPPP design.

Any requirements specified in sediment and erosion plans, site permits, or storm water management plans approved by State or local officials that are applicable to protecting surface water resources are, upon submittal of a Notice of Intent, incorporated by reference and are enforceable under General Permit No. 2.

The state requirements pertaining to erosion control plans are shown below.

Iowa Code 161A.64, Erosion control plans required for certain projects.

Prior to initiating a land disturbing activity in a political subdivision which has not adopted sediment control ordinances, a person engaged in the land disturbing activity shall file as signed affidavit with the soil and water conservation district that the project will not exceed the soil loss limits. Land disturbing activity means a land change such as the tilling, clearing, grading, excavating, transporting or filling of land which may result in soil erosion from water or wind and the movement of sediment and sediment related pollutants into the waters of the state or on to lands in the state but does not include the following:

- a. Tilling, planting or harvesting of agricultural, horticultural or forest crops.
- b. Preparation for single-family residences separately built unless in conjunction with multiple construction in subdivision development.
- c. Minor activities such as home gardens, landscaping, repairs and maintenance work.
- d. Surface or deep mining.
- e. Installation of public utility lines and connections, fenceposts, signposts, telephone poles, electric poles and other kinds of posts or poles.
- f. Septic tanks and drainage fields unless they are to serve a building whose construction is a land disturbing activity.
- g. Construction and repair of the tracks, right-of-way, bridges, communication facilities and other related structures of a railroad.
- h. Emergency work to protect life or property.
- i. Disturbed land areas of less than twenty-five thousand square feet unless a political subdivision by ordinance establishes a smaller exception or establishes conditions for this exception.
- j. The construction, relocation, alteration or maintenance of public roads by a public body.

B. SELECT EROSION AND SEDIMENT CONTROLS

The SWPPP must include a description of the measures to be used for erosion and sediment controls throughout the construction project. These controls include stabilization measures for controlling erosion from disturbed areas and structural controls to divert runoff and remove sediment. Erosion and sediment controls are implemented during the construction period to prevent and/or control the loss of soil from the construction site into the receiving waters. Your selection of the most appropriate erosion and sediment controls depends on a number of factors but is most dependent on site conditions. The information collected in Phases 1 and 2 is used to select the controls.

- **Stabilization** – Disturbed areas of the construction site that will not be re-disturbed for 21 days or more must initiate stabilization measures by the 14th day after the last disturbance, except as precluded by snow cover. In the event of snow cover, stabilization measures must be initiated as soon as practicable thereafter. Stabilization measures include, but are not limited to, one or more of the following:

- Temporary seeding – the planting of fast-growing grasses to hold down the soils in disturbed areas so that they are less likely to be carried off-site by storm water runoff or wind.
- Permanent seeding and planting – the use of permanent vegetation (grass, trees, or shrubs) to stabilize the soil by holding soil particles in place.
- Mulching – the placement of material such as hay, grass, wood chips, straw, or gravel on the soil surface to cover and hold in place disturbed soils. Mulching often accompanies seeding.
- Other stabilization measures include:
 - Geotextiles
 - Chemical Stabilization
 - Sod Stabilization
 - Vegetative Buffer Strips
 - Protection of Trees
 - Preservation of Natural Vegetation
 - Dust Control
 - Soil Retaining Measures
 - Stream Bank Stabilization
- **Structural control measures** – A SWPPP must include structural practices to divert flows away from disturbed areas, to store flows, or to limit the discharge of pollutants from the site to the degree attainable. Structural controls include, but are not limited to, one or more of the following:
 - Earthen Dike – a mound of stabilized soil which is constructed to divert runoff. Dikes may be used to either divert uncontaminated runoff away from disturbed areas or to divert contaminated runoff into a sediment basin or sediment trap.
 - Silt fence – a temporary measure consisting of posts with filter fabric stretched across them and sometimes with a wire support fence. The fence is installed along the down slope or side slope perimeter of a disturbed area. Runoff passes through the openings in the fabric, while sediment is trapped on the uphill side.
 - Sediment trap – a trap is formed by excavating a pond or by placing an earthen embankment across a low area or drainage swale. It has an outlet or spillway made of large stones or aggregate. The trap retains the runoff long enough to allow the silt to settle out.
 - Sediment basin – a settling pond with a controlled water release structure, e.g., a riser and pipe outlet with a gravel filter, which slows the release of runoff. The basin detains sediment-laden runoff from larger drainage areas long enough for most of the sediment to settle out.
 - Other structural control measures include:
 - Brush barrier
 - Drainage swale
 - Subsurface drains
 - Pipe slope drains
 - Level spreaders
 - Storm drain inlet protection
 - Rock outlet protection
 - Reinforced soil retaining systems
 - Gabions

A temporary or permanent sediment basin must be installed, where attainable, in any drainage location where more than 10 acres in the upstream drainage area are disturbed at one time. The sediment basin must provide at least 3,600 cubic feet of storage for every acre of land which it drains (flows from upland areas that are undisturbed may be diverted around the basin). Where such a sediment basin is not attainable, other structural sediment controls providing equivalent effectiveness are required for all side slope and down slope boundaries of the construction areas.

For drainage locations with 10 or fewer disturbed acres, sediment traps, filter fences, or equivalent measures must be installed along the downhill boundary of the construction site.

C. SELECT OTHER CONTROLS

In addition to erosion and sediment controls, the SWPPP must address the other potential pollutant sources that may exist on a construction site. These other potential pollutant sources can be addressed by controls including the proper disposal of construction site waste; compliance with applicable State or local waste disposal, sanitary sewer or septic system regulations; prevention of off-site pollutant tracking; and control of allowable non-storm water discharges; as explained below:

- **Ensure proper disposal of construction site waste materials.** Iowa's solid waste regulations require that construction and demolition waste be taken to a permitted sanitary landfill. No liquids or hazardous waste will be accepted. Contact the local Iowa DNR Field Office to determine the nearest permitted sanitary landfill.
 - Rubble (which is uncontaminated stone, brick, or similar inorganic material), rock and sand may be disposed without a permit in an environmentally safe manner. This means:
 - Waterways and/or drainage is not impeded; and
 - Rubble, rock or sand is not disposed of in flood plains or wetlands without prior approval from the Department.
 - The open burning of trees, tree trimmings, and landscape waste is allowed without a permit provided that:
 - the material originated on the premises,
 - the burning occurs at least one-quarter mile away from any inhabited building,
 - rubber tires are not used to ignite the fire, and
 - burning meets with local requirements.
- **Treat or dispose of sanitary wastes that are generated on-site in accordance with state or local requirements.** Contact the County Sanitarian's office for local requirements regarding the disposal of sanitary wastes. If the county sanitarian cannot be reached, contact the regional Iowa DNR Field Office.
- **Prevent off-site tracking of sediments and generation of dust.** Stabilized construction entrances or vehicle washing racks should be installed at locations where vehicles leave the site. Where dust may be a problem, implement dust control measures.
- **Identify and prevent contamination of non-storm water discharges.** Where non-storm water discharges allowed by the General Permit exist, the SWPPP must identify these discharges and take steps to prevent contamination from these discharges.

D. SELECT STORM WATER MANAGEMENT CONTROLS

Storm water management controls are constructed to prevent or control pollution of storm water after the construction is completed. A SWPPP must include a description of the measures that will be installed to control pollutants in storm water after construction is complete. These controls include, but are not limited to, the following:

- **Retention pond** - A pond that holds runoff in a reservoir without release; except by means of evaporation, infiltration, or emergency bypass.
- **Detention pond** - A pond that holds or detains runoff in a basin for a limited time, releasing it slowly to allow most of the sediments to drop out.
- **Infiltration measures** - Measures that allow the percolation of water through the ground surface into subsurface soil. Specific measures include infiltration trenches, basins, and dry wells.
- **Vegetated swales and natural depressions** - Grass-lined ditches or depressions that transport runoff, filter sediments from the runoff, and enhance runoff infiltration.

Selection of the most appropriate storm water management measures depends upon a number of factors associated with site conditions. Most sites can employ measures to remove 80 percent of the total suspended solids resulting from the construction project. When you select storm water management measures for a development project, consider the impacts of these measures on other environmental media (e.g., land, air, and ground water).

In addition to pollutant removal, the storm water management portion of a SWPPP must address velocity dissipation at discharge locations. Development usually means an increase in speed with which the site will drain because of the addition of paved areas, storm sewers, curbs, gutters, etc. General Permit No. 2 requires that velocity dissipation devices be placed along the length of any outfall where the discharge from the developed area may erode the channel so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions present prior to the initiation of construction activities). The potential for erosion is primarily dependent upon the velocity of the storm water discharge and the type of material that lines the channel. An example of a velocity dissipation device is rip rap outlet protection, which is stone or rip rap placed at the discharge point to reduce the speed of concentrated storm water flows.

E. INDICATE THE LOCATION OF CONTROLS ON THE SITE MAP

Pollution prevention measures must be shown on the SWPPP site map. Include the location of each measure used for erosion and sediment control, storm water management, and other waste controls. When this has been done, the site map is ready to be included in the SWPPP. It may not be feasible to indicate some controls on the site map, e.g., waste control measures.

F. PREPARE AN INSPECTION AND MAINTENANCE PLAN

After the SWPPP is prepared and the necessary controls are installed, you will be responsible for inspecting and maintaining them. General Permit No. 2 requires that you prepare a description of the procedures to maintain, in good and effective operating conditions, vegetation, erosion, and sediment control measures and other identified protective measures. Qualified personnel shall inspect disturbed areas of the construction site that have not reached final stabilization at least once every seven calendar days. An inspection and maintenance checklist for each of the proposed control measures should be included in the SWPPP prior to starting construction.

G. PREPARE A DESCRIPTION OF THE CONTROLS

Once you have finished planning your construction activities and selected the controls, make a list of each type of control you plan to use on the site. Include a description of each control, describe its purpose, and explain why it is appropriate in this location. The description should include specific information about the control such as size, required materials, and methods of installation/use.

H. PREPARE A SEQUENCE OF MAJOR ACTIVITIES

You must prepare a sequence of major activities that includes installation of all the controls, the earth disturbing activities, all stabilization activities, and the maintenance required for the controls. The sequence should clearly indicate the order in which each of the activities described takes place. Several general principles are helpful in developing the sequence of major activities:

- **Install** down slope and side slope perimeter controls **before** the land disturbing activity occurs.
- **Do not disturb** an area until it is necessary for construction to proceed.
- **Remove** and **stockpile** topsoil.
- **Cover** or **stabilize** disturbed areas as soon as possible.
- **Time** construction activities to limit impact from seasonal climate changes or weather events.
- **Delay** construction of infiltration measures until the end of the construction project when upstream drainage areas have been stabilized.
- **Re-spread** topsoil.
- **Do not remove** temporary perimeter controls until **after** all upstream areas are finally stabilized.

PHASE 4
SWPPP CERTIFICATION AND SUBMITTING A NOTICE OF INTENT

Once the Storm Water Pollution Prevention Plan (SWPPP) has been prepared, **each operator must certify the SWPPP by signing it.** After the SWPPP is developed and certified, either the owner or general contractor is ready to submit a Notice of Intent (NOI) for coverage under General Permit No. 2. The pre-construction checklist will be very useful in evaluating whether all the required items are included in your SWPPP prior to certification or submission of an NOI.

A. SWPPP CERTIFICATION

For each control measure, the SWPPP must clearly identify the contractor(s) and or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the SWPPP, including short-term contractors and subcontractors coming on-site, must sign the following certification statement before conducting any professional service at the site identified in the SWPPP. The certification must be incorporated in the SWPPP and signed in accordance with subrule 567 IAC 64.3(8) as follows:

64.3(8) The person who signs the application for an operation permit shall be:

- a. *Corporations.* In the case of corporations, a responsible corporate officer. A responsible corporate officer means: (1) A president, secretary, treasurer, or vice -president in charge of a principal business function, or any other person who performs similar policy or decision-making functions; or (2) The manager of manufacturing, production or operating facilities, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- b. *Partnerships.* In the case of a partnership, a general partner.
- c. *Sole proprietorships.* In the case of a sole proprietorship, the proprietor.
- d. *Municipal, state, federal, or other public agency.* In the case of a municipal, state, or other public facility, either the principal executive officer or the ranking elected official. A principal executive officer of a public agency includes: (1) The chief executive officer of the agency, or (2) A senior executive officer having responsibility for the overall operations of a unit of the agency.
- e. *Storm water discharge associated with industrial activity from construction activities.* In the case of a storm water discharge associated with construction activity, either the owner of the site or the general contractor.

The person who signs NPDES reports shall be the same, except that in the case of a corporation or a public body, monitoring reports required under the terms of the permit may be submitted by the person who is responsible for the overall operation of the facility from which the discharge originated.

Upon signing the certification, the contractor or sub-contractor becomes a co-permittee with the owner and other co-permittee contractors. In signing the SWPPP, the authorized representative certifies that the information is true and assumes liability for the SWPPP.

Certification Statement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

The certification must include the name and title of the person providing the signature; the name, address and telephone number of the contracting firm; the site address or location; and the date the certification is made.

B. SUBMITTING A NOTICE OF INTENT (NOI)

A Notice of Intent can be submitted online using the Online Storm Water General Permit Database at: <https://programs.iowadnr.gov/stormwater/pages/eAppIntro.aspx>.

A paper NOI can also be obtained on the Department's Storm Water Permits, Forms and Application Materials webpage at: <https://www.iowadnr.gov/Environmental-Protection/Water-Quality/NPDES-Storm-Water/Permits-Guidance-Forms>.

Either the owner or general contractor can submit a Notice of Intent to the Department for coverage under General Permit No. 2. The NOI links a particular storm water discharge with the terms and conditions found in the general permit. A copy of the NOI must be included in the Pollution Prevention Plan. As additional operators (either contractors or subcontractors) are identified, each operator shall certify (sign) the SWPPP and become co-permittees with the other known operators as described above.

C. DEADLINE FOR SWPPP PREPARATION

The SWPPP shall be completed prior to the submittal of a NOI to the Department to be covered under this permit. The SWPPP shall provide for compliance with the terms and schedule of the SWPPP prior to the initiation of construction activities.

PHASE 5 CONSTRUCTION / IMPLEMENTATION

Once you have prepared a Storm Water Pollution Prevention Plan (SWPPP) and submitted a complete Notice of Intent (NOI), **you must wait for authorization from the Department to begin construction.** You must now do the following things described in your SWPPP: implement controls, inspect and maintain the controls, maintain records of construction activities, update/change the SWPP to keep it current, report any hazardous conditions, provide access to the SWPPP.

A. IMPLEMENT CONTROLS

The first action that should be taken is to construct or perform the controls over erosion, sedimentation and other waste that were selected in the SWPPP. The controls must be constructed in the order indicated in the sequence of major activities identified in Phase 3.

Temporary and permanent stabilization measures shall immediately be initiated on all disturbed areas if construction activity will not occur for a period of 14 or more calendar days, as specified in General Permit No. 2.

To ensure that all controls are adequately implemented, it is important that the work crews who install the measures are experienced and/or adequately trained. Improperly installed controls can have little or no effect and may actually increase the pollution in storm water. All other workers on the construction site must be made aware of the controls so that they do not inadvertently disturb or remove them.

B. INSPECT AND MAINTAIN CONTROLS

As discussed previously, inspection and maintenance of the protective measures are as important to pollution prevention as proper planning, design/selection, and installation.

- **Inspections** – General Permit No. 2 requires inspections every 7 days. It is recommended that inspections also be conducted within 24 hours of the end of a storm of 0.5 inch or greater of rainfall. All disturbed areas of the site, areas for material storage, locations where vehicles enter or exit the site, all of the erosion and sediment controls, and accessible discharge locations must be inspected. Controls must be in good operating condition until the construction activity is complete and final stabilization has been reached.

The inspector must prepare a report documenting their inspection of the pollution control measures. The report shall:

- summarize the scope of the inspection;
- provide the name(s) and qualifications of personnel making the inspection;
- include the date(s) of the inspection;
- identify any damages or deficiencies in the control measures;
- identify what actions will be taken to modify pollution control practices;
- include the certification statement in Phase 4 of this guide; and
- be signed in accordance with the signatory requirements in Phase 4 of this guide.

Any changes that may be required to correct deficiencies in the Storm Water Pollution Prevention Plan noted during an inspection should be made as soon as practical after an inspection but in no case later than 7 days after the inspection.

- **Maintenance/Repairs** The SWPPP must contain a description of procedures that will be followed to maintain, in good and effective operating condition, all control measures. The inspection reports can be used to record scheduled maintenance.

C. MAINTAIN RECORDS OF CONSTRUCTION ACTIVITIES

In addition to the inspection and maintenance reports, the operator should keep records of the construction activity on the site. In particular, the operator should keep a record of the following information:

- The dates when major grading activities occur in a particular area.
- The dates when construction activities cease in an area, temporarily or permanently.
- The dates when an area is stabilized, temporarily or permanently.

These records can be used to make sure that areas where there is no construction activity will be stabilized within the required time frame. Records shall be retained for a period of at least three years from the date that the site is finally stabilized.

D. UPDATE/CHANGE THE SWPPP TO KEEP IT CURRENT

A SWPPP must accurately reflect site features and operations for it to be effective and for a construction activity to be in full compliance with General Permit No. 2. A SWPPP shall be updated:

- To accurately reflect the site features;
- If the operator observes that it is not effective in minimizing pollutant discharge from the site;
- To include contractors identified after the submittal of an NOI (these contractors shall certify the SWPPP and be identified as co-permittees), and
- To identify any change in ownership or transference of the permit and permit responsibilities.

If, at any time during the effective period of General Permit No. 2, the Department finds that a SWPPP does not meet one or more of the minimum standards established in the general permit, the Department will notify the permittee of required changes necessary to bring the SWPPP up to standard. Permittees shall have 7 days after notification to make the necessary changes.

E. REPORT ANY HAZARDOUS CONDITION AND UPDATE THE SWPPP

Because construction activities may include handling of certain hazardous substances over the course of the project, spills of these substances may create a hazardous condition and are required to be reported. The Department and local sheriff's office or the sheriff's office in the affected county must be notified as soon as possible but not more than six hours after the onset of a hazardous condition. Refer to Glossary for definition of a hazardous condition.

The SWPPP must be modified with 14 calendar days of a hazardous condition. The SWPPP shall describe the release and the circumstances leading to the release, and shall identify steps to prevent the reoccurrence of such releases implemented.

F. PROVIDE FOR SWPPP LOCATION AND ACCESS

The general permit has specific requirements regarding SWPPP location and access.

- **Retention of records** - For a period of at least three years from the date of the document or the date the site is finally stabilized and a NOD has been submitted, the permittee shall retain copies of SWPPPs, all reports required by this permit, and all records used to complete the NOI.
- **Plan Location** - If there is a construction trailer, shed or other covered structure located on the property, the permittee shall retain a copy of the SWPPP at the construction site from the date of project initiation to the date of final stabilization. If there is no construction trailer, shed or other covered structure located on the property, the permittee shall retain a copy of the SWPPP from the date of project initiation to the date of final stabilization at a readily available alternative site.
- **Access** – A copy of the SWPPP shall be provided for inspection upon request. If the SWPPP is maintained at an off-site location such as a corporate office, it shall be provided for inspection no later than three hours after being requested. If storm water runoff is discharged to a municipal separate storm sewer system, the SWPPP must be made available upon request to the municipal operator of the system.

PHASE 6
COVERAGE TRANSFER, FINAL STABILIZATION, AND NOTICE OF DISCONTINUATION (NOD)

For storm water discharge associated with industrial activity for construction activities where the ownership changes, the Department must be notified of the title transfer within 30 days. The storm water discharge from a construction activity is no longer considered to be a discharge subject to the storm water permit requirements when final stabilization has been reached and temporary erosion and sediment controls have been or will be removed. A permittee must submit a Notice of Discontinuation (NOD) to inform the Department that storm water discharge no longer needs to be covered by the general permit.

A. TRANSFERRING COVERAGE UNDER THE PERMIT

If the ownership changes for any activity that has a storm water discharge associated with industrial activity for construction activities covered under General Permit No. 2, the new owners are subject to all terms and conditions of the general permit. When the ownership is changed, the Department shall be notified within 30 days with the following information:

- (1) Permit authorization number for the storm water discharge that is being transferred.
- (2) Name, address, phone number, and email address of the permitted owner.
- (3) Name, address, phone number, and email address of the new owner.
- (4) Name, address, phone number, and email address of the contact person for the facility.
- (5) Date of ownership transfer.

Submit the information to npdes.mail@iowa.dnr.gov.

Both the previous owner(s) and the new owner(s) are responsible for notifying the Department of the transfer and the new owner's name and contact information. This requirement shall be satisfied when the Department receives the notification by either the previous owner(s) or the new owner(s).

B. FINAL STABILIZATION

Final stabilization, as defined in General Permit No. 2, means that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70%, sufficient to preclude erosion, for the entire disturbed area of the permitted project has been established or equivalent stabilization measures have been employed, or which is covered by a permanent structure that ensures the ground surface will not be eroded or otherwise impacted by precipitation or runoff, or which has been returned to agricultural production.

C. NOTICE OF DISCONTINUATION (NOD)

A storm water discharge that is covered under General Permit No. 2 is required to notify the Department that the discharge has been discontinued and is no longer subject to the NPDES permitting requirements. For construction activities, this means that final stabilization has been reached. This notification is made using the Notice of Discontinuation (NOD) form, which is available on the Department's Storm Water Permits, Forms and Application Materials webpage at: <https://www.iowadnr.gov/Environmental-Protection/Water-Quality/NPDES-Storm-Water/Permits-Guidance-Forms>.

Within 30 days of the discontinuance of the discharge, the operator must submit a NOD to the email address indicated on the form.