

MISSOURI RIVER FISHERIES  
SHOP BUILDING  
MONONA COUNTY, IOWA

Project No. 09-04-67-02

TABLE OF CONTENT  
OF PROJECT MANUAL

<u>Section</u>	<u>Number of Pages</u>
<u>Introductory Requirements</u>	
000101 Cover Page . . . . .	1
000110 Table of Contents. . . . .	4
000115 List of Drawing Sheets. . . . .	1
<u>Procurement Requirements</u>	
001000 Notice to Bidders . . . . .	1
002100 Special Notice to Contractors . . . . .	2
002200 Supplementary Instructions. . . . .	2
004200 Proposal Form (Bid Form) . . . . .	2
004313 Proposal Guarantee Bond Form (Bid Bond Form). . . . .	1
<u>Contracting Requirements</u>	
005200 Contract Form (Form of Agreement) . . . . .	2
006113 Performance Bond Form. . . . .	2
007200 General Covenants and Provisions . . . . .	53
007336 SEEO Requirements . . . . .	8
008000 Supplementary Covenant and Provisions . . . . .	4
<u>Division 01 - General Requirements</u>	
010000 General Requirements . . . . .	5
012000 Price & Payment Procedures . . . . .	2
013300 Submittal Procedures. . . . .	5
014200 References. . . . .	11
014500 Quality Control . . . . .	3
015000 Temporary Facilities and Controls . . . . .	8
017419 Construction Waste Management and Disposal. . . . .	4
017823 Operation and Maintenance Data . . . . .	2
<u>Division 02 – Existing Conditions</u>	
024116 Structure Demolition . . . . .	2
<u>Division 03 – Concrete</u>	
031000 Concrete Forming . . . . .	5
032000 Concrete Reinforcing . . . . .	3
032400 Synthetic Fiber Reinforcement . . . . .	2
033000 Cast-in-Place Concrete. . . . .	13
036250 Thermally Enhanced Grout. . . . .	2

Division 04 – Masonry

(None Included)

Division 05 – Existing Conditions

055000	Metal Fabrications . . . . .	6
--------	------------------------------	---

Division 06 – Wood and Plastics and Composites

061000	Rough Carpentry . . . . .	8
061763	Shop-Fabricated Wood Trusses. . . . .	2
062000	Finish Carpentry . . . . .	5

Division 07 – Thermal and Moisture Protection

072100	Thermal Insulation. . . . .	4
077123	Manufactured Gutters and Downspouts . . . . .	3
079000	Joint Protection . . . . .	5

Division 08 - Openings

081100	Metal Doors and Frames. . . . .	6
081400	Wood Doors. . . . .	4
083613	Sectional Overhead Doors. . . . .	3
085113	Aluminum Windows . . . . .	6
087000	Hardware. . . . .	8
088000	Glazing . . . . .	4

Division 09 - Finishes

092100	Gypsum Board Assemblies . . . . .	6
096516	Resilient Sheet Flooring . . . . .	4
099100	Painting . . . . .	9

Division 10 - Specialties

102813	Toilet & Bath Accessories . . . . .	3
--------	-------------------------------------	---

Division 11 – Equipment

(None Included)

Division 12 – Furnishings

123530	Residential Casework. . . . .	5
--------	-------------------------------	---

Division 13 – Special Construction

133400	Fabricated Engineered Structures . . . . .	3
--------	--	---

Division 14 – Conveying Equipment

(None Included)

Division 21 – Fire Suppression

(None Included)

Division 22 – Plumbing

220000	Plumbing . . . . .	10
224000	Plumbing Fixtures . . . . .	4

Division 23 – Heating, Ventilating and Air Conditioning

230913	Instrumentation & Control Devices for HVAC . . . . .	2
232113	Hydronic Piping . . . . .	5
232113.33	Ground Loop Piping . . . . .	2
232130	Hydronic Specialties . . . . .	2
232131	HVAC Pumps . . . . .	2
232500	HVAC Water Treatment . . . . .	2
238119	Self-Contained Air Conditioners . . . . .	2
238146	Water Source Heat Pumps . . . . .	2

Division 25 – Integrated Automation

(None Included)

Division 26 – Electrical

260000	Electrical . . . . .	10
--------	----------------------	----

Division 27 – Communication

(None Included)

Division 28 – Electronic Safety and Security

(None Included)

Division 31 – Earthwork

310000	Earthwork . . . . .	6
312333	Trenching and Backfilling . . . . .	14

Division 32 – Exterior Improvements

321313	Concrete Paving . . . . .	3
--------	---------------------------	---

321540	Crushed Stone Surfacing . . . . .	3
329200	Turf and Grasses . . . . .	4

Division 33 – Utilities

331000	Water Utilities . . . . .	15
333000	Sanitary Sewerage Utilities . . . . .	7

**END OF SECTION 000110**

SECTION 000115  
LIST OF DRAWING SHEETS

MISSOURI RIVER FISHERIES  
SHOP BUILDING  
MONONA COUNTY, IOWA

Project No. 09-04-67-02

CONSTRUCTION DRAWINGS - SHEET NO. 1 THROUGH 7 INCLUSIVE

Sheet No. 1	–	Cover Sheet, Site Plan, & Site Details
Sheet No. 2	–	Exterior Elevations, Details & Sections
Sheet No. 3	–	Floor Plan, Mezzanine Plan, Section & Schedules
Sheet No. 4	–	Interior Elevations & Sections
Sheet No. 5	–	Mechanical/Electrical

END OF SECTION 000115

## Notice to Bidders - Iowa Department of Natural Resources

Sealed bids will be received by the Iowa Department of Natural Resources, Engineering Bureau, at the Wallace State Office Building, 502 East 9<sup>th</sup> Street, Des Moines, Iowa 50319-0034 until **11:00 A.M., August 21, 2008** for the various public improvement projects listed below, at which time they will be opened publicly. No bids shall be accepted by FAX. After the bid opening, information concerning bid results may be obtained by visiting the Department's website at [www.iowadnr.gov](http://www.iowadnr.gov) or by calling (515) 242-6720.

Project documents, including drawings, specifications, proposal forms and addenda items are available at no cost in printable PDF format online at [www.iowadnr.gov](http://www.iowadnr.gov), by clicking on "Construction Bid Lettings" and following the Letting Dates links. Project documents may also be obtained by calling the Department at (515) 281-6313, and leaving the following information: name, address, telephone and FAX number; Federal Identification Number; and the project number(s) for which documents are sought. The Department will send the project documents as soon as possible and will include a billing statement in the amount of \$20.00 (non-refundable), for each set requested. The Department may reject a bid as non-responsive from a bidder who does not remit this payment, and may withhold future plans until such fees have been paid in full.

The Department shall comply with all public improvement procurement laws, as outlined in the plans and specifications and including but not limited to: Iowa Code chapter 26 related to public construction bidding; Iowa Code chapter 73 related to preferences; Iowa Code chapter 573 related to labor and materials on public improvements; rules promulgated by the Department of Administrative Services – General Services Enterprise as they may apply; rules promulgated by the Department of Natural Resources and the Natural Resources Commission, as they may apply; and any federal statutes, rules and/or executive orders that may be associated depending on funding sources. Bidders shall comply with these laws to be considered and are encouraged to be familiar with public improvement procurement requirements and the bidding documents before submitting a bid.

Each bidder shall accompany the bid with a bid security as defined in Iowa code section 26.8. The bid security must be in an amount set forth in the bidding documents and made payable to the Iowa Department of Natural Resources. Failure to execute a contract for the proposed work and file an acceptable Performance Bond in an amount equal to 100% of the contract price and a certificate of liability insurance within thirty (30) days of the date of the award of the contract will be just and sufficient cause for the rescinding of the award and the forfeiture of the bid security.

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**PLANS & SPECIFICATIONS ORDER FORM**

COMPANY \_\_\_\_\_ PHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX NO. \_\_\_\_\_

\_\_\_\_\_ PROJECT NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**MAKE CHECK OR MONEY ORDER PAYABLE TO: IOWA DEPARTMENT OF NATURAL RESOURCES**

**SECTION 002100  
SPECIAL NOTICE TO CONTRACTORS**

**A. CONTACT INFORMATION:**

**1. Direct questions concerning the Project Design, Drawings and Specifications to:**

Thierry T. Amice, CSI  
Facilities Engineer/Staff Architect  
Wallace State Office Building  
Telephone: 515/281-5992  
Mobile: 515/979-0107

**2. Direct questions concerning Site Review and Project Inspection to:**

Mark Johnson, District Inspector  
Brayton, Iowa  
Telephone: 515/250-3713  
Fax: 712/549-2313

- a. Contractors are responsible for contacting the DNR Construction Inspector and arranging for an on-site review of the project.**

**3. Direct questions concerning Bidding and Contract Procedures to:**

Linda Miller, Procurement Agent  
Wallace State Office Building  
Des Moines, Iowa 50319-0034  
Telephone: 515/281-3345

- 4. Recorded bid results can be accessed by calling 515/242-6720. Printed bid tabs will not be available for 3 working days after the Letting date.**

**B. TAX EXEMPTIONS:**

- 1. In accordance with House File 2622 implemented by Iowa Code Sections 442.42 (15) & (16) and 422.47.47(5), Contractors may purchase qualifying items for work on this contract exempt from sales tax. The DEPARTMENT will issue an authorization letter and exemption certificate to the prime contractor and each approved subcontractor." *Complete information on qualifying materials and supplies can be found at [www.state.ia.us/tax](http://www.state.ia.us/tax), the Iowa Department of Revenue and Finance (IDRF) Web site. Links are found in the Business Taxes and Local Government categories. 701 IAC 19.1-20 is found in Tax Research/Tax Research Library.***

**C. PERMITS:**

- 1. Contractor is responsible for contacting the State Storm Water Program Coordinator (515/281-7017) for information relating to storm water permit requirements if construction activities disturb one (1) acre or more.**

**END OF SECTION 002100**

**SECTION 002200  
SUPPLEMENTARY INSTRUCTIONS**

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS:

- A. Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements.

1.02 GENERAL:

- A. The following special conditions apply to Contract for pre-engineered wood-type storage and maintenance buildings building systems.
  - 1. Architect Drawings: Drawings furnished by the Department of Natural Resources (DNR) will show the location, typical construction details, locations and types of doors, windows and skylights, if any, and proposed dimensions of the building contemplated.
    - a. Only general features will be shown for the structural portion of the Architect's Drawings for the building shell.
    - b. The Architect's Drawing will not show any material sizes and only maximum pole spacing. It is the intent of these Drawings and Specifications to be supplemented by the building manufacturer's shop or working drawings and calculations certified as indicated below.
    - c. Any deviation from the Architect's Drawings made necessary by the exigencies of construction, or by errors, will be considered by the Architect or DNR Construction Inspector for approval.
    - d. If necessary revised Drawings will be provided.
  - 2. Working Drawings: Supplement Architect Drawings with such Working Drawings as are necessary for adequate control of the work.
    - a. Working Drawings shall include, shop drawings with truss design and spacing, footings, purlin design and spacing, reinforcing steel, wind bracing, and other information as may be required by the State Building Code Commissioner to assure compliance with the Iowa State Building Code.
    - b. All Drawings and supporting information shall be sufficiently clear and complete to show in details that the work will comply with the requirement of the Code.
    - c. Working Drawings shall not exceed 24 inches by 36 inches in size.
  - 3. Calculations: Furnish, in addition to Working Drawings, all necessary loads and engineering data calculations for submission to the State Building Code Commissioner.
  - 4. Certification: All Working Drawings and engineering data calculations shall be signed and certified by a professional structural or civil engineer registered in Iowa.
  - 5. Distribution:
    - a. Submit five sets of certified prints and calculations to the Architect within two weeks of the date of Notice of Award by the DNR for verification compliance to Code.
    - c. After review by the State Building Code Commissioner, one set will be returned to the Contractor with approval or revision notes thereon.

- d. If corrections are required, four additional sets shall be resubmitted as above.
- e. One approved copy will be returned to the Contractor.

**END OF SECTION 002200**

Time and Date of Letting 11:00 AM, August 21, 2008

**PROPOSAL**

Project No. 09-04-67-02

Project Description and Location

MISSOURI RIVER FISHERIES  
SHOP BUILDING  
MONONA COUNTY, IOWA

Proposal of: \_\_\_\_\_  
(Name of Bidder)

Located at: \_\_\_\_\_ ( ) \_\_\_\_\_  
(Address) (Area) (Telephone)

Amount of Proposal Guarantee	Specified completion date or Number of Working Days	Approx. or Specified Starting Date or Number of Working Days	Liquidated Damages Per Day
\$8,000.00	December 19, 2008	N/A	\$100.00

The undersigned hereby agrees, if awarded the contract, to execute the proposed contract and to furnish an approved performance bond in a amount not less than 100 percent of the contract award within 30 days after the date of approval of award of the contract, and to provide all labor, materials, and equipment required to complete the project designated above, for the price hereinafter set forth, in strict compliance with the contract documents prepared by the Iowa Department of Natural Resources.

The undersigned agrees, if awarded the contract, to commence the work within a reasonable time after the preconstruction conference or by the specific starting date, if so specified, and to complete the work within the contract period, or to pay liquidated damages in the amount stipulated herein for each calendar day the work remains uncompleted after the expiration of the contract period or any authorized reduction thereof.

A proposal guarantee in the amount stipulated herein is included with this proposal, to be forfeited to the Iowa Department of Natural Resources if the undersigned fails to execute the contract and furnish an approved performance bond, if awarded the contract.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the state of Iowa, and also, a resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country on projects in which there are no federal funds involved.

By \_\_\_\_\_  
(Signed)

\_\_\_\_\_ Iowa Contractor Registration No. \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

**THE FOLLOWING AFFIDAVIT MUST BE COMPLETED AND NOTORIZED, OR THIS BID WILL BE REJECTED.**  
**- AFFIDAVIT -**

The signatory, being duly sworn, does depose and say that the undersigned is an authorized representative of:

\_\_\_\_\_  
(Name of Firm)

Located at: \_\_\_\_\_

Hereinafter referred to as "Bidder" and does hereby affirm to have personal knowledge that said bidder has examined the drawings and specifications, carefully prepared the proposal form, and has checked the same in detail before submitting; and that said bidder, or the agents, officers, or employees thereof, have not either directly or indirectly, entered into any agreement, participated in any collusion or fraud, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Signed Notary)

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_\_

## SCHEDULE OF PRICES

Project Description and Location

MISSOURI RIVER FISHERIES, SHOP BUILDING, MONONA COUNTY, IOWA

Name of Bidder

Item No.	Description	Estimated Quantity	Unit Price	Amount
1	Demolition	Lump Sum		
2	Earthwork	Lump Sum		
3	6" Concrete Apron & Drive	1,610 SQ. FT.		
4	6" Compacted Class "A" Crushed Stone Surfacing	23 TON		
5	Site Restoration	Lump Sum		
6	6" x 40 Ft. x 40 Ft. Interior Concrete Slab	1,600 SQ. FT.		
7	40 Ft. x 40 Ft. Pole Building	1,600 SQ. FT.		
8	Under floor Radiant Heating 40 Ft. x 40 Ft.	1,600 SQ. FT.		
9	HVAC	Lump Sum		
10	Water Service	1,000 L.F.		
11	6" Sewer Line	1,400 L.F.		
12	Electrical Service	2,400 L.F.		
13	Geothermal	Lump Sum		
		<b>Total</b>		

Bidder Acknowledges Receipt of Any Issued Addenda Below (Number and Date)




**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the state of Iowa acting through the Department of Natural Resources hereinafter called the **DEPARTMENT** and \_\_\_\_\_

located at \_\_\_\_\_

hereinafter called the **CONTRACTOR**

**WITNESSETH:** That the **DEPARTMENT** agrees to pay the **CONTRACTOR** the contract price provided herein for the fulfillment of the work and the performance of the covenants set forth herein, and the **CONTRACTOR** agrees with the **DEPARTMENT** to commence and complete the project described as follows:

This project consists of the construction of a one story, pre-engineered wood framed building with metal roofing/siding, approximately 40' x 40', including one heated bay, one lab room, a mechanical/electrical room, a restroom and an enclosed storage space above the lab, mech/elec. room and restroom. The work also includes some concrete and class "A" crushed stone paving, concrete paving, sewer, water, geothermal and electrical services. Project number 09-04-67-02.

For the Sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
and all extra work in connection therewith, all in accordance with the terms and conditions herein contained: and to furnish at the **CONTRACTOR'S** own proper cost and expense, all material, equipment, labor, insurance, and other accessories and services necessary to construct and complete, in a workmanlike manner, ready for continuous operation, the above mentioned project. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

1. Notice to Bidders.
2. Instructions to bidders.
3. General Covenants and Provisions and Supplemental Covenants and Provisions.
4. Specifications Including Addenda Number \_\_\_\_\_ Through \_\_\_\_\_
5. Drawings, Sheet Number \_\_\_\_\_ 1 Through \_\_\_\_\_ 6 Inclusive.
6. Contractor's Proposal.
7. Proposal Guarantee Bond.
8. Performance Bond.
9. This Instrument.
10. Modifications or Change Orders pursuant to Section 1109.04 of the General Covenants and Provisions
11. Resident Bidder Preference Certification on Non-Federal-Aid Projects

The parties to this contract understand that time of completion of the work under this contract is the essence to the contract. The **CONTRACTOR** hereby agrees to commence work under this contract in accordance with Section 1108.02 of the General Covenants and Provisions and to complete all the work by \_\_\_\_\_

December 19, 2008

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of \_\_\_\_\_ Dollars \_\_\_\_\_ One Hundred \$100.00

shall be retained or assessed against the **CONTRACTOR** for each day and every day the completion of the work is delayed beyond the time specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the **DEPARTMENT** for salaries of engineers and reviewers, clerk hire, interest charged during the period for delays and loss of use.

It is understood that the **CONTRACTOR** consents to the jurisdiction of the courts of Iowa, to hear, determine and render judgment as to any controversy arising hereunder, and that this contract shall be governed by, and construed according to, the laws of the state of Iowa.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, in the day and year first above mentioned.

**FOR THE DEPARTMENT:**

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
Director

\_\_\_\_\_  
(Signature and Title)

This contract was approved by the **NATURAL RESOURCES COMMISSION** at its meeting held on

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address and Zip Code)

Seal if by a Corporation:

Identification Number \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_

Or Fed. I. D. No. \_\_\_\_\_

**PERFORMANCE BOND**

STATE OF IOWA  
DEPARTMENT OF NATURAL RESOURCES

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
of \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_  
of \_\_\_\_\_ as SURETY(S),  
are hereby held and firmly bound unto the state of Iowa in the penal sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
for the payment, whereof, the said PRINCIPAL and SURETY(S) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL entered a certain contract, hereto attached, and made part, hereof to the state of Iowa, acting by and through the Iowa Department of Natural Resources, hereinafter called the DEPARTMENT, dated \_\_\_\_\_ for the \_\_\_\_\_  
at \_\_\_\_\_ in \_\_\_\_\_ County, Iowa.

NOW THEREFORE,  
the conditions of this obligation are such that, if the DEPARTMENT, shall faithfully perform the contract in accordance with the plans, specifications and contract documents, and shall fully indemnify and save harmless the state of Iowa from all cost and damage which the state of Iowa may suffer by reason of the PRINCIPAL's default or failure to do so and shall fully reimburse and repay the state of Iowa all outlay and expenses which the state of Iowa may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in force and effect.

In the event that the PRINCIPAL is in default under this contract as defined herein, the DEPARTMENT shall by written notice inform the PRINCIPAL that this contract is in default. And may, at its option, without process or action at law:

- 1. Take over all or any portion of the work and complete it either by day labor or reletting the work. The DEPARTMENT may retain all material, equipment and tools on the work, at a rental which it considers reasonable, until the work has been completed.
- 2. Allow the surety to take over the work within fifteen (15) days and assume completion of said contract and become entitled to the balance of the contract price.
- 3. Allow the PRINCIPAL to complete the contract.

As required by Chapter 573 of the Code of Iowa.

- 1. The PRINCIPAL SURETY(S) on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the PRINCIPAL or with subcontractors, all just claims due them for labor performed or material furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price shall have been established as provided by law.
- 2. Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notices:
  - a. To any extension of time to the contractor in which to perform the contract.
  - b. To any change in the plans, specifications, or contract, when such changes does not involve an increase of more than 20 percent of the total contract price, and then only as to such excess increase.
  - c. That no provision of this bond or any other contract shall be valid which limits less than one year from the time of the acceptance of the work, the right to sue on this bond for defect in workmanship or material not discovered or known to the DEPARTMENT at the time such work was accepted.

No provision of this bond or any other contract shall be valid which limits to less than five years after the acceptance of the work, the right to sue on this bond for defects in workmanship or material in connection with paving or concrete work.

IN WITNESS WHEREOF,

the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

If a partnership all partners must sign.

This bond approved by the Iowa Department of Natural Resources this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
Director